

AGREEMENT

BETWEEN

THE CITY OF ST. PETERSBURG

AND

THE ADMINISTRATIVE SERVICE

EMPLOYEES UNIT

SEIU - ASEU

Local 1220

October 17, 2005 through September 30, 2008

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ARTICLE 1

PREAMBLE

Section 1. In accordance with the State of Florida Public Employees Collective Bargaining Statute, this agreement is entered into, by and between the City of St. Petersburg, a municipality in the State of Florida, hereinafter called the "Employer" and Local 1220 of the Office, Clerical and Professional Employees Union, National Conference of Firemen & Oilers, Service Employees International Union, AFL-CIO, CLC, hereinafter referred to as the "Union" or the "ASEU" (Administrative Service Employees Unit). This labor agreement is applicable for employees as defined in Certificate Number 898 issued to Local 1222, in accordance with the certification granted by the Public Employees Relations Commission on May 4, 1990, as amended by Order 00E-086 issued May 17, 2000, merging 1222 with 1220.

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

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

ARTICLE 2

RECOGNITION

Section 1. The City of St. Petersburg hereby recognizes Local 1220 as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the bargaining unit.

Section 2. The bargaining unit for which this recognition is accorded is known as the Administrative Service Employees Unit which was certified by the Public Employees Relations Commission on May 4, 1990, and comprises all regular full-time and regular part-time employees employed in the classifications enumerated in Appendix "A" of the Pay Article of this agreement. (Regular part-time employees are those employees who have worked for the City for at least six months and also work twenty hours or more per week on a year-round basis.) All other employees, in other ranks, positions, and classifications are excluded from the Administrative Service Employees Unit.

Section 3. Local 1220 hereby recognizes the Mayor or his representative as the Employer's representative for the purpose of collective bargaining.

Section 4. If an official job classification title enumerated in Appendix "A" of this agreement is changed or altered by the Employer, the employees in such classification shall remain covered by the provisions of this agreement providing the change does not also entail a change in duties which would make the classification inappropriate for inclusion in the unit.

Section 5. For the purpose of this agreement, the terms "member", "bargaining unit employees", "bargaining unit member" and "employees" shall be synonymous.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. Local 1220, and its members recognize the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers or authority which the City has not officially abridged, delegated, or modified by this agreement are retained by the City. Management officials of the City retain the rights, except where this agreement takes precedent, in accordance with applicable laws, regulations, and provisions of the Personnel Management System, but are not limited to, the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the employees of the City.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work. In the event the City contracts or subcontracts work being done by a major segment of the bargaining unit, the City agrees to meet and consult with the Union concerning same.
- J. To determine the number of employees to be employed by the City.
- K. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, department or project.
- L. To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.

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

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

ARTICLE 4

RIGHTS OF EMPLOYEES

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

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

Section 3. Employees in this unit shall have the right to communicate, meet and consult with recognized Union stewards, officers, and the SEIU International Representative(s) during regular working hours concerning grievances in accordance with procedures established within this labor agreement. Discussions of this nature which are appropriate during working hours shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the community.

Section 4. Employees shall have the right to fair and equitable consideration of all applicable provisions of this labor agreement, operational procedures and directives of the department, and the Rules and Regulations of the Personnel Management System.

Section 5. It is agreed that all employees of the unit shall be afforded the opportunity to discuss and review their job descriptions. Such discussions will be between the employee and his immediate supervisor and/or department management. In the event the employee is not satisfied with the results of the discussion, it may be referred to the Human Resources Director by the employee. The employee may elect to have his or her steward accompany him to discussions regarding the above, with his immediate supervisor, or other department management, or the Human Resources Director or his designee.

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

Section 6. Employees covered by this agreement are also entitled to the benefits and rights of the Personnel Management System of the City. If any conflicts occur between this labor agreement and the City's Personnel Management System, the labor agreement shall take precedence. The labor agreement shall be the governing factor in all cases even though the benefits or rights may be greater or lesser than provided for in the Personnel Management System of the City.

Section 7. Proposed changes to working conditions of ASEU employees which are not included in this agreement shall be considered as proper subject matter for consultation utilizing the procedures set forth in Article 22 of this agreement.

Section 8. Full-time employees in classifications covered by this bargaining unit whose employment status is "exempt" and who work at the discretion of the Mayor or City Council, shall have the same applicable rights and privileges as accorded full time classified employees, except the right to appeal disciplinary actions or termination or rights granted by the layoff and recall provisions.

Section 9. When an employee covered by this agreement receives formal disciplinary action, they shall have the right to address the charges against them using the grievance appeal procedure established by the parties. During the grievance process and prior to any appeal to arbitration, the employee shall be provided the name(s) of primary witness(es), if any, upon whose testimony management relied in making its findings of misconduct. The employee also shall have an opportunity to challenge the statements made by primary witnesses who are City employees and have them present during at least one step in the grievance process when they can be made available for questions. In the event that the primary witness(es) is not a City employee, the department will provide the facts and evidence, including written statements and investigative reports, upon which management relied in determining misconduct, if said witness(es) is not available to attend a hearing.

ARTICLE 5

UNION REPRESENTATION

Section 1. The Employer agrees to recognize the officers and stewards of Local 1220, Administrative Services Employees Unit, designated by the Union. If the officer or steward is a City employee at the time of appointment, said officer or steward shall have completed his initial probationary period, if he is a full-time employee, and be represented by the ASEU. The Union shall furnish written notice to the Labor Relations Office of designated officers and stewards prior to the effective date of their appointments. The Union shall have the exclusive right to assign, appoint or elect stewards to fill the positions authorized by this Article.

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

Section 3. The number of Union stewards shall be reviewed periodically to maintain consistency with work area locations and populations.

In the event an employee wishes to file a grievance and wants his Union steward to assist in the submittal of the grievance, but the employee's designated Union steward is absent during the time frame as defined in the grievance procedure, an aggrieved employee may refer grievances to either of the Chief Stewards of Local 1220, ASEU, for assistance in submitting his grievance, and the employee's Division Manager will accept and process grievances from said Chief Steward; or the employee may request the Union to ask Management for an extension of the time limits for filing a grievance until his designated Union steward is available.

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

UNION REPRESENTATION

Employees covered by this agreement shall be represented by the Union steward(s) who are assigned to their specific Departments/Divisions and work areas as listed below. In addition, there shall be two Chief Stewards who can represent employees at all locations, in accordance with Section 3.

Police Department 2 Stewards

Fleet Management 1 Steward

Water Resources

Sanitation

Stormwater, Pavement, and Traffic Operations

(9th Ave Facility)

Baseball Facilities 1 Steward

Golf Courses

Library

Marina/Port/Airport

Parks

Recreation

Downtown Work Area 2 Stewards

City Hall

Coliseum

Consolidated Warehouse

Fire

Jamestown

Municipal Services Center

Office on Aging

Authorized Stewards 6 Stewards

Chief Stewards 2

TOTAL AUTHORIZED 8 Stewards

Section 4. Union stewards and officers are entitled to act on behalf of and represent bargaining unit employees in those activities authorized in this agreement.

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

A. Stewards

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

Union stewards who are full-time employees covered by this agreement shall be allowed reasonable time off without loss of pay during their regular shift hours to carry out the duties provided for above. Prior to taking time off from work, the steward shall submit his request in advance, by submittal of a time-out slip. Whenever the Steward is requesting time off for purposes which are not listed above, his pay status shall be as indicated on the time out slip contained at the end of this Article. Part-time employees who are Union stewards shall investigate and present grievances on their own time.

B. Officers

1. To attend, and if the Union deems appropriate, present appeals on behalf of an aggrieved employee or the Union at grievance and arbitration hearings.
2. To attend and participate in consultation meetings.
3. To investigate grievances and allegations of labor agreement violations.

Officers who are full-time employees covered by this agreement shall be allowed reasonable time off during their regular shift hours to carry out the duties provided for in this section in accordance with the terms of this agreement. Prior to taking time off from work, the officer shall submit his request in advance, by submittal of a time-out slip. Whenever the officer is requesting time off, his pay status shall be as indicated

on the time out slip. Officers who are part-time employees shall carry out the duties provided for in this section on their own time.

C. Union stewards and officers will not use City vehicles to conduct union business.

D. Problems in the administration of this Section with Union representatives of Local 1220 may be taken up through the Consultation provision and may be pursued through the Grievance and Arbitration Procedure starting at Step 2 by either party.

Section 6. Pool Time

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

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

ASEU representatives who are either officials or stewards as defined by this Article and are recognized by the Employer may be granted time off by departmental management to conduct business in connection with the Administrative Services Employees Unit, Local 1220, St. Petersburg Unit. Time off for ASEU business will be without loss of straight time pay by using available pool time provided the following:

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

B. Sufficient staffing is available to properly carry out the work of the department/section during the absence of the ASEU representative(s) as determined by the appropriate manager.

C. Approval is given by the appropriate manager in advance of the use of pool time. The manager shall, prior to approval, take into account staffing problems, possible emergency situations, possible overtime obligations and pool time use conflicts with vacation time schedules. In all cases, the goal of providing efficient and superior service to the community is of paramount importance.

D. No more than five (5) Union representatives and stewards shall be off at any one time. Each individual representative and steward shall not use more than ten (10) hours of pool time per month, and no more than a total of forty (40) hours of pool time shall be used by the Union per month. An exception will be made to these limits once a year for each Union officer and Union steward to attend a seminar or conference for up to forty (40) hours. Union representatives and stewards who are on pool time agree to remain off City premises unless the pool time is being used for contract negotiations with the City; failure to do so will result in the loss of pool time privileges for those individuals who violate this provision.

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

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

Charges against the ASEU pool time account, as provided in this Article, shall only be made when approved by the President of Local 1220 prior to the employees utilizing requested pool time. Whenever the pool time account has been depleted, the time off may be without pay or annual leave may be used. When an officer or steward is absent from work and being covered by pool time, he or she shall continue to accrue benefits such as annual leave and extended illness leave. However, such hours will not count towards the computation of overtime.

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

ASEU representatives using pool time shall not be on duty and shall not be eligible, during the time of utilization, for workers' compensation benefits.

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

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

Section 8. Authorized and recognized International Union representatives will be granted access to work areas during regular working hours to participate in activities related to grievances, or to attend consultations, negotiations, or other meetings with management. Requests for access must be received by the Office of Labor Relations at least 24 hours in advance. Visits may be temporarily deferred so as not to interfere with work operations or maintenance of service to the community. City work hours shall not be used by employees or Union representatives for the purpose of conducting Union meetings.

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

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

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

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

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

Section 13. The City agrees to provide the ASEU with a copy of the City's Personnel Management System Rules and Regulations whenever said manual is revised and updated. The City also agrees to provide the ASEU with City Council agendas in accordance with the Clerk of Council's established procedures. Further, in November and May of each year, the City will provide the ASEU with a current list of employees it represents; this list will include each employee's race, home address and phone number (if permitted by law), job classification, pay rate, most recent pay increase, and classification and City seniority date of each bargaining member.

ASEU TIME OUT SLIP

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

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

TO: _____ Date: _____

Supervisor/Management Month/Day/Year

FROM: _____

Name & Payroll Number (Please print)

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

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

Authorized by Supervisor/Manager YES NO Signature _____

Time checked off duty _____ Time checked back in _____

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

May the Union representative meet with the requested individual at this time? _____ YES
 _____ NO

If no, state reason _____

 Supervisor/Manager's Signature

* Payment in accordance with Article 5, Section 5 of the contract.

** Payment limited to one Union representative.

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

COPIES TO LABOR RELATIONS, UNION, DEPARTMENT, & DEPARTMENT SUSPENSE

ASEU POOL TIME REQUEST FORM

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

TO: _____ Date: _____
 Manager Month/Day/Year

FROM: _____

Name & Payroll Number (Please Print)

Union President Authorization: _____

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

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

Approval: YES NO

If no, state reason: _____

 Manager's Signature/Department

Copies to: Labor Relations, Union, Employee, Department

Voluntary Donation to

ASEU BUSINESS (POOL) TIME ACCOUNT

Date: _____

I, _____, voluntarily authorize the City of

(Name - please print)

St. Petersburg to deduct _____ hours of my annual leave

(Minimum 2 hours)

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

Signature	Dept./Division/Section #
Payroll Number	Hourly Rate

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

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

ARTICLE 6

CHECKOFF

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

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

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

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

Section 3. Dues shall be deducted each applicable pay period and the funds deducted shall be remitted to the Secretary-Treasurer of the Union within thirty (30) days. The Union agrees to reimburse the Employer the cost of any change in membership dues at the rate of \$75.00 which shall be made in the month such change in membership dues takes effect. A change in membership dues shall not require an additional dues deduction authorization form.

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

Section 5. In any applicable pay period in which there is insufficient pay to cover all other duly authorized deductions, Union dues or uniform assessments will not be deducted from an employee's pay.

Section 6. The Union shall remit to the City twenty-five (\$25.00) dollars per month for payroll deduction of Local 1220 Union dues.

Section 7. The Employer shall not be required to make dues deductions effective less than two weeks from the date the dues authorization form is received by the Labor Relations Office.

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

LOCAL 1220, ASEU

NOTICE TO EMPLOYER AND UNION

AUTHORIZATION FOR DEDUCTION OF UNION DUES

I hereby authorize my Employer to deduct from my wages each applicable pay period my Union Dues and/or Uniform Assessments as certified to the Employer by the Union, and to transmit this amount to the Treasurer of the Union. I also agree that an additional amount may be deducted from my wages for political action purposes as indicated below.

_____ (Please check) I authorize my Employer to deduct \$1.00 from my wages for political action purposes.

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

SIGNED JOB TITLE

PRINTED NAME DEPARTMENT/DIVISION

HOME ADDRESS, ZIP CODE HOME PHONE NUMBER

DATE PAYROLL NUMBER (EMPLOYEE #)

Copies to:

Labor Relations

Employee

Union Suspense

LOCAL 1220, ASEU

NOTICE TO EMPLOYER AND UNION

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF UNION DUES

_____ I hereby instruct my Employer, and advise the Union to stop deducting from my salary each applicable pay period, Union Dues and Uniform Assessments, and funds used for political action purposes, if applicable.

_____ I hereby instruct my Employer, and advise the Union, to stop deducting from my salary each applicable pay period the funds used for political action purposes.

SIGNED JOB TITLE

PRINTED NAME DEPARTMENT/DIVISION

HOME ADDRESS, ZIP CODE HOME PHONE NUMBER

DATE PAYROLL NUMBER (EMPLOYEE #)

Copies to:

Labor Relations

Employee

Union Suspense

ARTICLE 7

NON-DISCRIMINATION

Section 1. The Employer and the Union agree that the provisions of this agreement shall be applied equally to all employees in the bargaining unit without regard to Union membership as defined by Florida Law.

Section 2. The Employer will not discriminate against any employee covered by this agreement because of membership in, or legitimate activity as required in this Agreement on behalf of the members of the Union.

ARTICLE 8

PROHIBITION OF STRIKES

Section 1. Strike Definition

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

Section 2. Strikes Prohibited

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

Section 3. Affirmation

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

Section 4. Penalties

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

ARTICLE 9

BASIC WORK WEEK AND OVERTIME

Section 1. The basic work week for all full-time employees covered by this labor agreement shall consist of forty (40) hours unless otherwise specified or scheduled by management to meet particular requirements of individual departments or sections of a department. Individual departmental management shall establish the basic work week and hours of work best suited to meet the needs of the

department and provide superior service to the community. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.

Section 2. The basic work week of forty (40) hours for full-time employees shall be from Monday through Friday of each week unless specified or scheduled differently by management to meet particular requirements of individual departments, divisions or sections of a department. When management deems it necessary, work schedules may be established other than the basic Monday through Friday schedule. In this connection if a schedule change is made which affects a major segment of this bargaining unit, management will notify the Union as far in advance as possible.

Section 3. All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half times the employee's regular hourly rate of pay, as required by the Fair Labor Standards Act. If an employee works in excess of his scheduled daily hours, he shall not suffer any reduction in his remaining daily hours during that work week to preclude the payment of overtime. Each department may permit use of compensatory time in accordance with the provision of the Fair Labor Standards Act and the City's Personnel Management System Rules and Regulations.

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

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

An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit, in writing, a request to his immediate supervisor. The written request, if approved, shall remain in force until rescinded in writing by the employee to his immediate supervisor or until it becomes required and necessary to assign and schedule this employee to overtime work. At the time overtime work is required and necessary, the work shall be performed by employees who have not requested, in writing, to be excused from such assignment. In the event overtime work is required and the department, division or section cannot schedule the required numbers of employees, then those employees who have approved requests on file excusing them from overtime work shall be assigned and required to work such overtime.

Section 6. Overtime opportunities are intended to be equitably distributed among full-time employees in their particular job classification, in their organization units (i.e., major work areas, department, shift, section, etc.), as far as the character of the work permits. Although temporary imbalances in the distribution of overtime may occur, nothing in this section shall be construed as alleviating the continuing intent of departmental management to distribute overtime fairly and equitably over an extended period of time. Management, however, retains the right to determine when work will be performed by full-time employees on an overtime basis or by part-time or pool employees.

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

Section 8. Call Back

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

A. Any employee who is off duty and required to return to

work on an unscheduled basis shall be eligible for call back pay.

B. Any employee required to return to work three (3) hours or less prior to his regularly scheduled starting time shall be paid for the actual time worked plus one hour inconvenience pay.

C. Any employee who is on duty and is instructed and assigned to return to work shall be ineligible for call back pay but may be eligible for compensation at the overtime rate of pay.

D. Any employee required to continue working after completion of his regular scheduled shift shall be ineligible for call back pay but may be eligible for compensation at the overtime rate of pay.

E. An employee who is off-duty and is called and given the opportunity to work voluntary overtime is not eligible for call back pay but may be eligible for compensation at the overtime rate of pay.

F. Any employee eligible for call back pay shall be paid for the actual hours worked, plus one (1) hour bonus for the call back inconvenience. A minimum guarantee of four (4) hours pay which will include the one (1) hour inconvenience bonus shall be paid. The maximum any employee may receive the call back inconvenience pay is twice in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period he shall be paid at his applicable rate from the time of notice to the time the employee returns home. All hours worked on a call back shall be counted toward computing the

weekly overtime.

G. When an employee is contacted at home and is able to address a work-related problem by phone or via computer from home, he shall not be paid in accordance with Paragraph F. above. Instead, he will receive payment for actual time worked, subject to a minimum of one (1) hour. Departments will be responsible for determining the reasonableness of time claimed, particularly in situations where the employee was not logged on to the computer system for the entire time he was working on the problem, in cases where a computer was used. An employee who is contacted off-duty and required to report to a City work site to address a problem via computer or an employee contacted off-duty who has to return home in order to address a problem via computer will receive call-back pay in accordance with the provisions of Paragraph F.

Section 9. Standby Time

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

B. Employees assigned to standby duty by their supervisor are guaranteed standby pay of two (2) hours pay at their regular straight time hourly rate for each eight (8) hour increment of standby time assigned and scheduled. Standby time shall not count as hours worked for the purpose of computing overtime pay.

C. Employees while on standby duty when called to work will, in addition to the standby pay of two (2) hours for each eight (8) hours assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work. For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home. In the event any employee who is on standby duty fails to respond to a call to work, he will forfeit the standby pay and may be subject to possible disciplinary measures as provided in the Code of Conduct Rules.

D. Employees shall not be assigned to standby duty if excused in advance by management. In the event management cannot schedule the required number of employees for standby duty then employees shall be assigned by management.

E. When an employee who is on standby is required to return to work, he shall not qualify for call back pay.

Section 10. The Employer agrees that the present departmental policies concerning rest periods and meal periods for employees covered by this labor agreement shall not be arbitrarily changed. Should a change be necessary due to operational needs, the City will meet and consult with the Union prior to said change being implemented. In this connection, employees will normally have a scheduled paid or non-paid lunch period.

In the event an employee is required by management to forego a scheduled non-paid lunch period, and the lunch period is not rescheduled later in the shift, the missed lunch period shall be added to the hours worked for the week for the determination of overtime to be paid. The provisions of this section pertaining to missed lunch periods shall not apply to employees who are normally paid for their lunch period and/or assigned to a continuous shift of work.

Nothing in this section shall prohibit an employee from taking his unpaid lunch period away from his work location, as long as the employee returns to work in a timely fashion.

Section 11. Nothing contained in this agreement shall be interpreted as requiring a duplication or a pyramiding of premium payments involving the same hours worked.

ARTICLE 10

SENIORITY, LAYOFF AND RECALL

Section 1. Basis of Seniority

A. Probationary Periods

1. Regular Probationary Periods

All newly hired full-time employees except those covered by special probationary periods shall be placed on probation for the first six (6) months in the classification. In the event the employee accepts another position before his initial probationary period is satisfactorily completed, his initial probationary period begins at the time he starts working in the new position. All employees on probationary status shall be eligible for membership in the Union and shall be entitled to the benefits outlined in this agreement except that the City may, at its sole discretion, terminate any employee during his initial probationary period. Employees serving an initial probationary period are ineligible to file appeals or grievances.

2. Special Probationary Periods

Employees in classifications for which special licenses, certificates, or training are required which require a time period longer than six months shall have as their probationary period the same time as required by the applicable local, State, or Federal

certificate or license requirement, or designated training period to satisfactorily pass the probationary period. Employees affected by this special probationary period shall be advised of the requirement by their supervisor. Employees in this category of special probationary periods shall be eligible for membership in the Union and shall be entitled to all benefits in this agreement as any other regular initial probationary employee. After the completion of the first nine (9) months of the special probationary period, full-time employees may file grievances and appeals on matters concerning the interpretation and application of this labor agreement, excluding cases involving demotion or discharge.

3. Employees transferred between departments in the same classification will serve a three (3) month probationary period. However, if the transfer is due to a layoff, no probationary period will be served, although a department may still conduct a performance evaluation after the first three (3) months if it so chooses.

4. Any classified employee promoted to a new classification shall serve a six (6) month probationary period or special probationary period if applicable. At any time during this probationary period, if management or the employee determines that the employee is unable to perform the job or he does not obtain the necessary license or certification, the employee shall be returned to his previous classification providing a position is available.

5. Employees who are promoted due to a reclassification or are otherwise reclassified as a result of a position audit, shall not be required to serve a probationary period.

6. Any classified employee demoted to a new classification shall serve a six (6) month probationary period or special probationary period if applicable. If the employee is demoted to a classification previously held in that department for which the probationary period had been completed, then no probationary period will be served.

7. Cumulative absences of thirty calendar days or more, any suspensions from scheduled work, and time spent on light duty when the work performed on light duty does not encompass a significant part of the employee's regular job duties shall be added to a probationary period.

8. The probationary period may be extended up to a maximum of three (3) additional months by the Department director at his discretion. In this connection, departmental management will inform the probationary employee of the reasons for the extension.

B. City Seniority

1. City seniority is understood to mean length of time since an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay of more than thirty (30) consecutive calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leaves of Absence Without Pay for periods of thirty (30) consecutive calendar days or less shall not cause the City seniority date to be adjusted.

2. City seniority shall be used for purposes of computing vacations, service awards and other matters based on length of service.

3. City seniority for the purposes of layoff and recall shall be defined as in Section B.1 above except that only full-time employment in a classified status in any classification shall be counted in calculating length of City service.

C. Classification Seniority

1. Classification seniority shall be understood to mean length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay of more than thirty (30) consecutive calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leaves of Absence Without Pay for periods of thirty (30) consecutive calendar days or less shall not cause the classification seniority date to be adjusted.

2. Classification seniority as defined above in C.1 shall be used for all matters based on seniority except for layoff and recall.

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

D. Seniority Date Adjustment Exception

Full-time employees having a minimum of five (5) years of City seniority shall suffer no loss of either City or classification seniority if on a leave of absence without pay for illness of the employee for a period not to exceed twelve (12) months.

E. Loss of Seniority

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

1. Resignation

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

Section 2. Layoff Procedure

A. Notification

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

B. Order of Layoff

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

1. Temporary employees
2. Initial probationary employees
3. Classified employees

If a position has been eliminated from the City's budget, or has been selected to be eliminated at some future time, the employee in the targeted position will be laterally transferred to a vacant position of the same classification, should said vacancy occur. The layoff process will not take effect (i.e., employees either "bumping" other employees or accepting the layoff) if a lateral transfer of the affected employee is possible.

Classified employees will be laid off in the inverse order of their length of time in their classification. In the event two or more affected employees have the same amount of seniority in a classification, City seniority will be the determining factor and the least senior employee would be laid off first. In the event two or more employees have the same classification and City seniority, the employee with the lowest identification number will be deemed to be the senior employee unless one is eligible for Veterans' Preference in accordance with applicable state or federal laws.

Temporary and initial probationary employees in affected classifications will be laid off first and shall not have recall rights. In addition, employees in a trainee classification will be laid off before any employees in the classification to which the trainee is promoted upon completion of the training program will be laid off. (Example: All Emergency Complaint Writer Trainees would be laid off before any Emergency Complaint Writers were laid off.) Unless the trainee has previously held another City position and has the seniority to be placed in that classification, the trainee will have no recall rights.

Promotional probationary employees having more than six (6) months service with the City shall be returned to the previously held classification from which promoted and placed on that seniority list in line with their classification seniority, except that employees cannot be returned to trainee classifications.

C. Return to the Bargaining Unit

1. Employees returning to the bargaining unit within the prescribed probationary period shall retain all former classification seniority plus the time spent in probationary status.

2. Employees returning to the bargaining unit as a result of demotion, layoff or transfer shall retain

all classification seniority in a classification series for purposes of layoff.

3. Employees returning to the bargaining unit shall slot-in to their appropriate position on the seniority list in accordance with classification seniority and be considered for layoff under the terms of this Article.

D. Classified Employees

1. a. A classified employee who loses his position as a result of a layoff shall have the right, seniority permitting, to any job he has previously held (except for trainee classifications) and for which he has completed the probationary period.

- b. Classified employees who are affected by a layoff shall have their seniority from the laid off classification in a classification series added to their lower classification seniority for determination of holding in the lower classification if the employee had previously held jobs in the series.

- c. Any classified employee who is eligible for a lower classification in a

classification series and also another previously held position not in the classification series may accept the job in the higher pay grade.

2. Classified employees who are in a classification which is not part of a classification series or who have not held any of the other positions in a classification series shall be laid off in accordance with the provisions of this Article.

3. Classified employees affected by any layoff action may:

a. Exercise the option of accepting the layoff and being removed from the active payroll or,

b. Accept a position in a previously held classification (except trainee classifications), seniority permitting.

4. An employee who accepts or is placed in a lower classification as a result of demotion, layoff or transfer, shall receive an hourly rate not to exceed the maximum rate for the lower classification or his current hourly rate whichever is lower.

5. Any movements in connection with the layoff procedures shall not result in an increase in the basic hourly rate for any employee, unless a previously held position is in a higher pay grade.

6. All layoff placements shall be made in accordance with these provisions providing the employees are able to perform the essential functions of and meet the qualifications for the classification to which placed.

7. Classified employees who bump back to a temporary position shall maintain their union-represented status for the duration of the period they remain in "layoff" status, i.e., twelve (12) months.

8. Any employee who is affected by a layoff must determine whether the layoff or a bump back, seniority permitting, will be the option he chooses to accept. If the employee accepts the bump back position and then subsequently decides not to accept the bump back, he will be considered to have voluntarily resigned.

Section 3. Recall

A. Classified employees in layoff status either working in a previously held classification or off the active payroll shall retain recall rights for twelve (12) months to the classification from which they were originally laid off. Laid off employees recalled within twelve (12) months shall have the seniority they had accrued when laid off restored. If re-employed after twelve (12) months, the employee shall be treated as a new employee.

B. Employees on layoff status shall be recalled for openings in the classification from which originally laid off over applicants on any eligibility list.

C. Employees will be recalled in the inverse order from which they were laid off. The last employee laid off from a classification will be the first employee recalled if a vacancy should occur in that classification.

D. Recall to laid off employees will be made by certified mail to the last address as shown in the Employer's official personnel file. Laid-off employees have the sole responsibility for maintaining their current address on file.

E. Within fourteen (14) calendar days of the certified receipt date, laid off employees must signify their intention of returning to work to the Employment Office or forfeit their seniority and recall rights.

F. Recall will be offered to laid off employees provided they are able to perform the essential functions of and meet the qualifications for the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons as certified by an attending physician, may request a leave of absence not to exceed thirty (30) consecutive calendar days, unless eligible under the provisions of the Family Medical Leave Act for a longer recuperation period.

G. The Employer reserves the right to require a physical examination prior to any recalled employee being placed back on the active payroll. Recalled employees must further successfully pass any related basic skills tests for the affected classification.

H. Upon recall to fill vacancies in their laid off classification, employees shall receive the same hourly rate they held at the time of layoff and, in addition, any negotiated increase that may be applicable. Further, all extended illness leave which employees may have had credited to them at time of layoff shall be restored, unless they exercised their extended illness leave payoff option, in which case only the hours not paid off will be restored.

ARTICLE 11

FUNERAL LEAVE

Section 1. Full-time employees covered by this agreement will be granted time off with pay at their straight time hourly rate, not to exceed three (3) of their scheduled working days, if needed, to attend the funeral or handle related activities in the event of a death in the employee's immediate

family. Up to three (3) days may be taken prior to and including the day of the funeral or immediately following, but all days taken for funeral leave must be taken within the seven consecutive calendar days surrounding the date of the funeral. Full-time employees will be granted time off with pay from their regularly scheduled work hours not to exceed seven (7) consecutive calendar days if the funeral is held outside the State of Florida and is attended by the employee. Otherwise one day off with pay will be granted in the event an employee is not attending the funeral but is involved in making funeral arrangements or handling the deceased's affairs.

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

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

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

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

ARTICLE 12

JURY DUTY

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

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

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

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

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

ARTICLE 13

LEAVE WITHOUT PAY

Section 1. Full-time employees may request a leave of absence without pay. Such requests require the approval of both the department director or his designee and the Human Resources Director. The Human Resources Department reserves the right to determine if said leave is covered by the Family and Medical Leave Act of 1993 (FMLA) and therefore counts towards the twelve weeks per year of leave which must be granted to eligible employees by the City. (The "year" is defined as the twelve months prior to the requested absence, as opposed to a fiscal or calendar year.) In cases where the leave period exceeds twelve (12) months, the action will not be final until the Mayor or his designee also approves. A Personnel Action Form covering the employee's absence and the consent of the Human Resources Director is necessary only if the leave exceeds thirty (30) consecutive calendar days with the form to be dated from the first day of leave without pay. Initial probationary employees (full-time employees who are serving, upon initial employment, a trial working period, usually for six months) may not be granted a leave of absence which exceeds thirty calendar days. The employee's probationary period will be extended by the amount of time granted for leave.

Section 2. The decision to grant leave without pay (a leave of absence) is a matter of administrative discretion except that requested leave which is covered by the Family and Medical Leave Act of 1993 shall be granted for employees with at least 12 months of service who have worked a minimum of 1,250 hours during that period. It will be incumbent upon the department director or his designee to weigh each request and determine each case on its own merits after taking into consideration the provisions of the Family and Medical Leave Act of 1993. If the request for leave without pay is denied, the reason for denial shall be given in writing to the employee within five (5) working days from the date of the request.

Section 3. An employee granted a leave of absence shall be required to utilize all accrued annual leave prior to being removed from the active payroll except that an employee may, upon request, reserve up to forty (40) hours of his annual leave providing the leave is covered by the Family and Medical Leave Act.

Section 4. An employee granted a leave of absence must keep his department informed, every three (3) months, of his current activity (school, medical, military, etc.). In addition, he must keep his department advised of his current address at all times. Also, an employee who is out due to the

illness of a spouse, parent, or one of his children who requires his care as verified by a physician, shall have said illness supported and confirmed by a medical certificate executed by a doctor.

Section 5. An employee, while on an authorized leave of absence, who obtains either part-time or full-time employment elsewhere is required to notify his department in writing within three (3) calendar days of accepting such employment.

Section 6. Failure to comply with Sections 4 and 5 above will result in the employee being dropped from leave of absence status and dismissed.

Section 7. Extensions to authorized leaves of absence must be requested by the employee in writing and approved by the employee's department director or designee and the Human Resources Director.

Section 8. An employee granted a leave of absence shall be returned to his former classification if the leave is less than ninety (90) days unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. If said leave was taken under the provisions of the Family and Medical Leave Act, the employee shall be restored to his former position or an equivalent position provided he is still qualified to perform the essential functions of the job.

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

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

Section 9. Employees returning from a leave without pay, providing there is an opening or when the Family and Medical Leave Act requires reinstatement, shall return to the job classification and rate of pay held at the time of going on leave and, in addition, shall receive any negotiated increase that may be applicable to employees in this bargaining unit.

Section 10. Failure to return to work at the expiration of approved leave shall be considered as absence without permission and grounds for dismissal.

Section 11. An employee returning from a leave of absence may be required at his department's discretion to submit a statement from his own physician at his own expense, certifying his fitness to return to full duty.

Section 12. A leave of absence without pay in excess of (30) consecutive calendar days shall cause the City and classification anniversary date to be adjusted for an equivalent amount of time.

Section 13. No extended illness leave, annual leave, holidays or any type of seniority will be earned by an employee for the time that the employee is on leave without pay; however any previously accrued extended illness leave will remain credited to the employee's account.

Section 14. An employee who is granted a leave of absence must notify and make arrangements with the appropriate City office prior to the effective date of such leave and advise if he wishes to continue or discontinue any form of group insurance coverage.

Section 15. Leave of Absence Without Pay (Employee's Illness)

The provisions of Sections 1-14 also apply to leaves of absence without pay for reasons related to illness of the employee. Additionally, the following provisions apply:

A. An employee shall utilize all accrued annual and extended illness leave for personal medical reasons prior to being granted a medical leave of absence without pay and being placed on leave without pay status except that an employee may, upon request, reserve up to forty (40) hours of his annual leave providing the leave is covered by the Family and Medical leave Act.

B. All leaves of absence without pay for illness shall be supported and confirmed by a medical certificate executed by a doctor. Only statements or forms from Physicians recognized by the Florida Department of Labor in the current Florida Workers' Compensation reimbursement manual issued by the Office of Medical Services, shall be accepted for leave benefits. These include M.D.'s, Osteopaths, Chiropractors, Podiatrists, Optometrists, Dentists and Psychologists who work under the direct supervision of Psychiatrists.

C. The maximum period group insurance coverage may be continued shall be twelve (12) months, providing the employee's contributions towards the premium are received in a timely manner.

D. Seniority preservation shall be as follows:

Employees having a minimum of five (5) years of City seniority shall suffer no loss of either City or classification seniority if on a leave of absence without pay for the employee's illness for a period not to exceed twelve (12) months.

E. An employee shall be terminated when on a leave of absence due to illness for any period in excess of authorized leave of absence unless written approval for an extension has been granted.

F. Initial probationary employees may be granted a leave of absence without pay for their own illness not to exceed thirty (30) days. Such leave of absence shall not be extended. The

employee's probationary period shall be extended to allow for leave granted by the Employer.

G. An employee wishing to return to work from a medical leave shall provide his department director with medical documentation from his physician certifying his medical ability to return to full duty at least one (1) week prior to his requested date of return. The City shall have the right to require another medical examination by a physician designated by the City prior to approving an employee's return to work. Should such an examination be necessary, the City shall pay for the medical examination, but shall not be responsible for the employee's time or incidental expenses. The concerned department shall evaluate all medical reports and decide whether the employee is to be returned to active status.

ARTICLE 14

MILITARY LEAVE

Section 1. Employees covered by this agreement who are commissioned reserve officers or reserve enlisted personnel in the United States Military or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties without loss of pay for such time as they shall be ordered to military service or field training in an active or inactive duty training status, for a period not to exceed seventeen (17) work days in any one fiscal year.

Section 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 at least two (2) weeks in advance.

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

Section 4. Occasions may occur when an employee who is a reservist in the military or a member of the National Guard may be called to active duty. When the Governor of the State of Florida so orders for National Guard members or the Mayor or his designee chooses to exercise the discretion given him by state law for military reservists, the employee's military pay may be supplemented by an amount determined by the City.

ARTICLE 15

ANNUAL LEAVE

Section 1. Purpose of Annual Leave

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

Section 2. Types of Leave

A. Vacation Leave (Rest and relaxation)

B. Personal Leave (Paid absence from work)

- Short term illnesses and doctor's appointments
- Illness or injury of spouse or dependent children
- Court appearances of a personal nature
 - Funerals of friends or relatives, other than those covered in the Funeral Leave Article
 - Nationally recognized religious holidays associated with employee's religious faith
- Other justifiable reasons not covered above

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

Section 3. Scheduled and Unscheduled Absences From Work

A. A scheduled absence is an absence from work which is planned by an employee and approved by his department. (Guide: 24 hours advance notice)

B. An unscheduled absence generally causes more operational problems due to insufficient notice of less than 24 hours and may include:

1. Emergency leave requests with short notice.
2. Short term illnesses, or injuries of an unexpected nature and any continuous work days thereafter.

Section 4. Annual Leave Accrual Rate

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

Total Annual Leave Hours Years of ServiceAccrued Per Year Per 2080 Pay Hours

Employment through 5 years 120 hrs.
 Beginning 6th year of employment 128 hrs.
 Beginning 7th year of employment 136 hrs.
 Beginning 8th year of employment 144 hrs.
 Beginning 9th year of employment 152 hrs.
 Beginning 10th year of employment 160 hrs.
 Beginning 12th year of employment 168 hrs.
 Beginning 13th year of employment 176 hrs.
 Beginning 14th year of employment 184 hrs.
 Beginning 18th year of employment 192 hrs.
 Beginning 20th year of employment 200 hrs.

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

Section 5. General Provisions

- A. The maximum number of annual leave hours which may be accrued shall be twice the employee's yearly rate of accrual.
- B. Annual leave may be taken in increments of tenths of an hour.
- C. Requests for annual leave shall be scheduled in advance of use. In emergency cases, the department director may waive this requirement. Certain requests for annual leave may be qualified and be covered by the Family and Medical Leave Act (FMLA) of 1993. If such leave is covered by this Act, it counts towards the twelve weeks per year of leave which must be granted to eligible employees by the City. (The "year" is defined as a rolling twelve month period which is the twelve months immediately preceding the latest FMLA event.) An employee granted leave may, upon request, reserve up to forty (40) hours of his annual leave providing the leave is covered by the FMLA.
- D. An employee incapacitated and/or otherwise unable to work shall notify his department, in accordance with the reporting procedures as determined by the operational procedures and directives of the department concerned, stating the nature of his illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Department. In the event that the employee is unable to call due to personal illness and can, in fact, substantiate that he was sick to the satisfaction of the Department Director before returning to work, the absence without authorization will be removed from his record and the employee shall receive annual leave with pay if he has hours in his annual leave account that can be applied.
- E. Paid annual leave may not be taken during the initial six (6) months of employment or re-employment except for illness of the employee.
- F. Employees may not request nor will they be paid for annual leave for hours not earned and accrued.
- G. Employees shall not be granted paid annual leave for annual leave in excess of their accumulated leave hours. In the event an employee should for some reason take time off from work which exceeds his available accrued annual leave hours, he shall not receive pay for the hours for which he has no annual leave accumulated.
- H. The nature of an employee's job and the operational requirements of a department, division or section may cause the director to limit the scheduling of annual leave for vacation purposes during certain periods of the year. Based on operational requirements and when practical and in the best interests of the City, the director may require the use of annual leave for vacation purposes in amounts of forty (40) or more hours. When a written request for annual leave (40 hours or more) is denied, the employee will be notified in writing.

Section 6. Advance Pay

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

Section 7. Pay Off of Account

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

Section 8. Illness Usage

A. Employees granted annual leave for medical reasons shall assist in promoting their recuperation by remaining at either their residence or another location approved in advance by the Department Director or his designee and the attending physician. An employee authorized to be absent from work for illness reasons shall not engage in any recreational or work activities except upon receiving prior approval from his physician and the Department Director or his designee.

B. Other places of recuperation shall be permitted under the following conditions:

1. Pre-authorization by a physician must be in writing with specifics.
2. Pre-authorization must be on file with the employee's immediate supervisor and is to include the address and phone number, if applicable, where the employee is recuperating.

C. Employees recuperating from an illness in which there was no involvement with doctors or hospitals may request, through department management, another place of recuperation. Approval will be required in advance with the address and phone number, if applicable, where the employee is recuperating are to be part of the request.

D. Department management will use discretion in determining whether or not a visit is required to verify an employee's illness and a report made of the reasons for absence from duty.

E. Should an employee be absent, claiming illness and fail to comply with the provisions of this Article, such employee shall then be charged with "leave without pay" and may be subject to disciplinary action.

F. An employee who utilizes excessive annual leave for reported illnesses or injuries, or is otherwise frequently absent from duty for stated medical reasons, may, at the department's discretion, be required to document his future absences for medical reasons with a completed illness/injury report from a doctor prior to being authorized an absence from duty on paid annual leave. An employee failing to comply with such written notice shall not receive paid annual leave for the day(s) in question. Use of annual leave for medical reasons will not relieve an employee of his attendance obligations and shall not excuse excessive absenteeism as defined in the Code of Conduct of the Rules and Regulations of the Personnel Management System. The City reserves the right in all cases of reported illness to require an employee to furnish the illness/injury report completed by a physician as defined in Section G. below. Chronic use or abuse of leave for illness shall constitute grounds for discipline and/or review of an employee's fitness for duty.

G. Only statements on forms signed by physicians recognized by the Florida Department of Labor in the current Florida Workers' Compensation reimbursement manual issued by the Office of Medical Services, shall be accepted for leave benefits. These include M.D.'s, Osteopaths, Chiropractors, Podiatrists, Optometrists, Dentists and Psychologists who work under the direct supervision of Psychiatrists.

ARTICLE 16

EXTENDED ILLNESS LEAVE

Section 1. Purpose

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

Section 2. Definition

Extended illness leave shall apply for periods in excess of two (2) consecutive scheduled working days. Hours in the employee's account shall be applied starting with the third (3rd) consecutive working day of absence and so on until his return to work. If an employee leaves the job for reasons of illness during his normal duty shift and continues to be absent for the next several days, eligibility for extended illness account usage will begin at the same (mid-shift) point in the second consecutive duty shift after the employee left for illness. For the employee who works five eight-hour days per week, extended illness time will begin after the employee has missed sixteen consecutive hours of regular scheduled duty time. For the employee who works four ten-hour days per week, extended illness time will begin after the employee has missed twenty consecutive hours of regular scheduled duty time.

Section 3. Accrual Rate

Employees shall accrue four (4) hours of extended illness leave for every eighty (80) regularly scheduled work hours they work or are on active pay status.

Section 4. Accrual Maximum

Unlimited extended illness leave may be accrued.

Section 5. Notification of Extended Illness

A. An employee medically incapacitated to the extent that he is unable to work shall notify his Department in accordance with the reporting procedures as determined by the operational procedures and directives of the Department concerned, giving the reason for the requested extended illness leave and the expected duration of the absence. This procedure shall be

followed for each day the employee is unable to work, unless prior approval is given by the Department. In the event that the employee is unable to call due to personal illness and can, in fact, substantiate that he was sick to the satisfaction of the department director before returning to work, the absence without authorization will be removed from his record and the employee shall receive extended illness leave with pay if he has hours in his extended illness leave account that can be applied.

B. The daily reporting requirements will be waived by the department/division in the event the illness/injury report reflects a specific period of time. Failure to properly report absences shall cause an employee to be charged with an absence without leave.

C. Certain requests for extended illness leave may qualify and be covered by the Family and Medical leave Act (FMLA) of 1993. If said leave is covered by this Act, it counts towards the twelve weeks per year of leave which must be granted to eligible employees by the City. (The "year" is defined as a rolling twelve month period which is the twelve months immediately preceding the latest FMLA event.) In cases involving leave protected by FMLA, the medical health care provider's verification of the employee's illness/injury must be provided using the Certification of the Health Care Provider Form.

Section 6. Approvals

A. Unless the department specifically waives the re-requirement, an employee requesting extended illness leave for an absence shall be required to submit an illness/ injury report verifying the reported illness or injury prior to receiving authorization for the absence or be eligible for paid extended illness leave. An employee who fails to comply with this requirement shall not receive paid extended illness leave for the day(s) in question.

B. Only statements on forms signed by physicians recognized by the Florida Department of Labor in the current Florida Workers' Compensation reimbursement manual issued by the Office of Medical Services, shall be accepted for leave benefits. These include M.D.'s, Osteopaths, Chiropractors, Podiatrists, Optometrists, Dentists, and Psychologists who work under the direct supervision of Psychiatrists.

C. Extended illness leave shall be paid by the actual hours and tenths of hours used. An employee shall not be compensated for extended illness hours in excess of the amount of such leave accumulated to his credit.

D. An employee who utilizes excessive extended illness leave for reported illnesses or injuries, or is otherwise frequently absent from duty for stated medical reasons, may, at the department's discretion, be required to document his future absences for medical reasons with a completed illness/injury report from a doctor prior to being authorized an absence from duty on paid extended illness leave. An employee failing to comply with such written notice shall not receive paid extended illness leave for the day(s) in question. Use of extended illness leave for medical reasons will not relieve an employee of his attendance obligations and shall not excuse excessive absenteeism as defined in the Code of Conduct of the Rules and Regulations of the Personnel Management System. The City reserves the right in all cases of reported illness to require an employee to furnish the illness/injury report completed by a physician as defined in Section 6.B. Chronic use or abuse of leave for illness shall constitute grounds for discipline and/or review of an employee's fitness for duty.

E. Department management will use discretion in determining whether or not a visit is required to verify an employee's illness and a report made of the reasons for absence from duty.

F. Should an employee be absent, claiming illness and fail to comply with the provisions of this Article, such employee shall then be charged with "leave without pay" and may be subject to disciplinary action.

Section 7. Illness Recuperation

A. Employees granted extended illness leave shall assist in promoting their recuperation by remaining at either their residence or another location approved in advance by the department director or his designee and the attending physician. An employee authorized to be absent from work for illness reasons shall not engage in any recreational or work activities except upon receiving prior approval from his physician and Department Director or his designee.

B. Other places of recuperation shall be permitted under the following conditions:

1. Pre-authorization by a physician must be in writing with specifics.
2. Pre-authorization must be on file with the employee's immediate supervisor and is to include the address and phone number, if applicable, where the employee is recuperating.

C. Employees recuperating from an illness in which there was no involvement with doctors may request, through department management, another place of recuperation. Approval will be required in advance with the address and phone number, if applicable, where the employee is recuperating to be part of the request.

Section 8. Workers' Compensation

An employee sustaining a workers' compensation covered lost-time injury may request the Department Director to apply any extended illness leave (for full-time employees) or annual leave hours in his account in order to obtain full basic take home pay (as defined in Article 24, Section 6.B.3. of this agreement) while absent from duty from injury. In no case shall the amount of workers' compensation

and the amount of extended illness or annual leave pay be more than the employee's base net pay for that period. If light duty, as described below, is offered to an employee receiving workers' compensation benefits and the injury is covered by FMLA, the employee may decline the light duty but will not receive any further workers' compensation salary replacement monies. The employee could use annual leave or extended illness leave if eligible. (See also Article 24, Section 6.A.7.)

Section 9. Light Duty

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

Section 10. Pay Off Provision

Upon separation of employment for reasons of either normal or disability retirement, the death of an employee who would otherwise be eligible for normal retirement, or upon removal from the payroll of the employee due to a layoff, employees or their survivor, shall be entitled to receive a payment of 25% of the unused accrued extended leave hours credited to their account up to a cap of 300 hours. This payment shall be determined on the employee's basic straight time hourly rate at the time of retirement.

Section 11. Miscellaneous Provisions

A. Employees may not use extended illness leave for sickness or injury sustained while engaged in outside employment.

B. Serious and/or chronic extended illnesses requiring follow-up medical visits shall continue to receive the extended illness benefit under this Article, providing the employee meets the two-shift deductible each fiscal year, and providing the Department Director or his designee has approved the usage in accordance with the guidelines in the City's Rules and Regulations of the Personnel Management System.

CITY OF ST. PETERSBURG

ILLNESS/INJURY REPORT

PATIENT _____

(Printed Name of Employee)

Department/Division _____

Supervisor _____

PHYSICIAN'S STATEMENT

I examined the above-named patient on _____

Nature of injury or illness _____

CHECK ONE:

_____ Patient may work a light duty assignment.

_____ Patient unable to work due to this injury/illness

from _____ (date) through _____ (date)

for the following reasons:

Date patient can return to work _____

Restrictions or comments _____

Attending Physician's Signature

Date

ARTICLE 17

HOLIDAYS

Section 1. The following holidays shall be observed:

New Year's Day - January 1

Martin Luther King's Birthday - Third Monday in January

Presidents' Day - Third Monday in February

Memorial Day - Last Monday in May

Independence Day - July 4

Labor Day - First Monday in September

Veteran's Day - November 11

Thanksgiving Day - Fourth Thursday in November

Day following Thanksgiving - Friday

Christmas Day - December 25

Section 2. The provisions which follow regarding holiday pay are applicable to full-time employees.

Section 3. Whenever possible, employees will be granted time off to observe the holidays. Holiday pay is an employee's straight time hourly rate for the number of hours the employee is normally scheduled to work for that day. For example, an employee normally scheduled to work a ten-hour day on the day the holiday falls would receive holiday pay for ten hours. An employee normally scheduled to work a four-hour day on the day the holiday falls would receive holiday pay for four hours. Schedules shall not be changed the week during which a holiday falls for the purpose of providing more holiday pay than the employee would normally be eligible for. Some operations require employees to work the holiday; an employee who is required to work the holiday or whose normal day off occurs on any such holiday shall be paid an additional eight (8) hours, and may be eligible for premium pay, depending upon the number of hours worked that week, since holidays count towards the computation of overtime.

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

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

Section 6. Employees on annual leave, military leave, jury duty, extended illness leave, funeral leave and all other absences from duty and on active pay status on the day the holiday is observed must use the holiday on the day that it is earned.

Section 7. When a holiday falls on a Saturday, the preceding Friday shall be designated as a substitute holiday and observed as the official holiday for that year. When the holiday falls on a Sunday, the following Monday shall be designated as a substitute holiday and observed as the official holiday.

Section 8. The Mayor or his designee will determine which departments or operations will be closed in observance of the holiday.

ARTICLE 18

PAY

Section 1. Pay Grades and Classification Assignments

A. Classifications covered by this agreement shall be assigned a pay grade as shown in Appendix "A" of this Article.

B. Pay grade ranges for classifications covered by this agreement shall be referred to as the ASEU Pay Grade Ranges as reflected in Appendix "B" of this Article.

Section 2. General Wage Increase

A. Employees covered by this agreement shall receive a 3% general wage increase for FY 06, a 3.5% general wage increase for FY 07, and a 3.5% general wage increase for FY08. The increases shall be effective the payroll period beginning dates as shown below.

The parties agree to reopen the agreement to negotiate a revised general wage increase for the FY 08 if the local Tampa, Clearwater, St. Petersburg Consumer Price Index published for the period July 1, 2006 through June 30, 2007 exceeds 5%.

B. The appropriate pay period start dates are as follows:

	<u>Payroll Group</u>		
	A	B	D
Fiscal Year 2006	9/26/05	9/19/05	9/26/05
Fiscal Year 2007	9/25/06	9/18/06	9/25/06
Fiscal Year 2008	9/24/07	10/01/07	10/01/07

C. Retroactivity pay will be calculated and paid as soon as possible, but no later than 30 days after ratification by both parties, to those employees on active pay status on the payroll as of the effective date of this agreement.

Section 3. Progression in the Pay Plan

Employees are eligible for a pay adjustment/merit increase of three percent (3%) after each year in classification, contingent upon the employee receiving a satisfactory performance evaluation, which is defined as an evaluation with an overall rating score of "3.0", with no more than one factor rating below "3". The employee is eligible to receive this increase on his classification anniversary date until such time as he reaches the maximum pay rate established for his classification. In the event a 3% increase would put the employee's pay beyond the maximum pay rate for his classification, he shall only be eligible for an increase which would place him at the maximum. If an employee does not receive a satisfactory performance evaluation, he shall not receive an increase at that time but shall be informed in what performance areas he needs to improve and given ninety (90) days to improve. Another performance evaluation shall be done at the end of the ninety days and if the employee has corrected his deficiencies, i.e. he has improved his performance and achieved a satisfactory rating, then the 3% increase shall be given at that time, although there will be no retroactive effective date.

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

Section 4. Promotional Increase

An employee promoted to a higher paying classification shall receive a promotional pay increase of at least five (5) percent or the entry pay rate of the classification to which promoted, whichever is greater. If the employee is within three (3) to six (6) months of qualifying for his annual merit increase before being promoted, he can at the discretion of the Department Director, receive up to an additional two (2) percent merit increase. If the employee has less than three (3) months before qualifying for the annual merit increase, he can receive up to an additional three (3) percent merit increase.

Section 5. Shift Differential

Full-time and part-time employees who work a continuous shift of at least eight (8) hours starting between 1:00 p.m. and 4:00 a.m. are not considered to be working a normal shift schedule and will be paid a shift differential of seventy-five (.75) cents per hour for all hours worked.

Police Department Communication Center employees who work a continuous shift beginning between the hours of 1:00 pm and 9:00 p.m.(evening shift) shall receive a shift differential rate of eighty cents (.80)per hour for all hours worked. Police Department Communication Center employees who work a continuous shift beginning between the hours of 9:00 p.m. and 4:00 a.m.(night shift), shall receive one dollar (\$1.00) per hour for all hours worked.

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

Employees who work a normal day shift and continue to work beyond their regular scheduled hours are not eligible for shift differential.

Section 6. Acting Supervisor

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

Section 7. Development Review Services

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

Given the frequent interaction between Plans Examiners and Inspectors (represented by a separate bargaining unit), Plans Examiners and Sr. Plans Examiners will also receive certification pay for each State of Florida Standards Certification as an Inspector in two of the four areas, i.e., Building, Electrical, Mechanical and Plumbing. For each Inspector certification held, the employee will receive \$25 on a biweekly basis.

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

Section 8. Water Resources

Environmental Specialists in Water Resources shall receive, in addition to their base rate of pay, hazardous duty pay in the amount of \$10 (ten dollars) weekly, which equates to \$520 annually.

Section 9. Communications Center Training Pay

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

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

APPENDIX "A" OF ARTICLE 18 (PAY)

LABOR GRADE ASSIGNMENTS

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

APPENDIX "B" TO ARTICLE 18 (PAY)

ASEU PAY GRADE

	GRADE	HOURLY RATE		ANNUAL RATE	
		MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
FY 06	403	7.49	10.97	15,579	22,818
FY 07		7.75	11.35	16,120	23,615
FY 08		8.02	11.75	16,685	24,442
FY 06	404	7.66	11.24	15,933	23,379
FY 07		7.93	11.63	16,497	24,192
FY 08		8.21	12.04	17,075	25,038
FY 06	406	8.04	11.81	16,723	24,565
FY 07		8.33	12.23	17,318	25,433
FY 08		8.62	12.66	17,924	26,324
FY 06	410	8.88	13.01	18,470	27,061
FY 07		9.19	13.46	19,114	28,006
FY 08		9.51	13.94	19,783	28,986
FY 06	412	9.38	13.72	19,510	28,538
FY 07		9.71	14.20	20,200	29,536
FY 08		10.05	14.70	20,907	30,569
FY 06	414	9.83	14.41	20,446	29,973
FY 07		10.17	14.91	21,154	31,021
FY 08		10.53	15.44	21,894	32,107
FY 06	415	10.03	14.78	20,862	30,742
FY 07		10.38	15.30	21,597	31,819
FY 08		10.75	15.83	22,353	32,933
FY 06	416	10.29	15.16	21,403	31,533
FY 07		10.65	15.69	22,152	32,640
FY 08		11.02	16.24	22,927	33,782
FY 06	418	10.83	15.92	22,526	33,114
FY 07		11.20	16.48	23,305	34,281
FY 08		11.60	17.06	24,120	35,481
FY 06	419	11.09	16.30	23,067	33,904
FY 07		11.48	16.88	23,881	35,101
FY 08		11.88	17.47	24,717	36,330
FY 06	420	11.36	16.70	23,629	34,736
FY 07		11.76	17.28	24,458	35,944
FY 08		12.17	17.89	25,314	37,202
FY 06	421	11.63	17.12	24,190	35,610
FY 07		12.04	17.72	25,034	36,853
FY 08		12.46	18.34	25,910	38,143

Due to rounding process, the actual annual salary may vary

APPENDIX "B" TO ARTICLE 18 (PAY) (Continued)

ASEU PAY GRADE

	GRADE	HOURLY RATE		ANNUAL RATE	
		MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
FY 06	422	11.92	17.51	24,794	36,421
FY 07		12.33	18.12	25,655	37,696
FY 08		12.77	18.76	26,553	39,015
FY 06	423	12.23	17.92	25,438	37,274
FY 07		12.65	18.55	26,320	38,582
FY 08		13.10	19.20	27,242	39,933
FY 06	424	12.57	18.36	26,146	38,189
FY 07		13.01	19.01	27,052	39,536
FY 08		13.46	19.67	27,999	40,920
FY 06	425	12.84	18.84	26,707	39,187
FY 07		13.29	19.50	27,651	40,556
FY 08		13.76	20.18	28,619	41,975
FY 06	426	13.17	19.29	27,394	40,123
FY 07		13.63	19.97	28,360	41,532
FY 08		14.11	20.67	29,353	42,985
FY 06	427	13.51	19.81	28,101	41,205
FY 07		13.99	20.50	29,092	42,640
FY 08		14.48	21.22	30,110	44,133
FY 06	428	13.87	20.33	28,850	42,286
FY 07		14.36	21.04	29,868	43,771
FY 08		14.86	21.78	30,914	45,303
FY 06	429	14.19	20.82	29,515	43,306
FY 07		14.69	21.54	30,556	44,813
FY 08		15.20	22.30	31,625	46,382
FY 06	430	14.58	21.34	30,326	44,387
FY 07		15.10	22.09	31,398	45,944
FY 08		15.62	22.86	32,497	47,552
FY 06	432	15.27	22.44	31,762	46,675
FY 07		15.81	23.23	32,884	48,317
FY 08		16.36	24.04	34,035	50,008
FY 06	433	15.66	23.00	32,573	47,840
FY 07		16.20	23.80	33,704	49,514
FY 08		16.77	24.64	34,884	51,247
FY 06	434	16.02	23.59	33,322	49,067
FY 07		16.58	24.41	34,480	50,778
FY 08		17.16	25.27	35,687	52,555

Due to rounding process, the actual annual salary may vary

APPENDIX "B" TO ARTICLE 18 (PAY) (Continued)

ASEU PAY GRADE

	GRADE	HOURLY RATE		ANNUAL RATE	
		MINIMUM	MAXIMUM	MINIMUM	MAXIMUM
FY 06	435	16.40	24.16	34,112	50,253
FY 07		16.97	25.01	35,301	52,020
FY 08		17.57	25.88	36,536	53,841
FY 06	436	16.82	24.74	34,986	51,459
FY 07		17.41	25.61	36,210	53,262
FY 08		18.02	26.50	37,477	55,126
FY 06	437	17.24	25.39	35,859	52,811
FY 07		17.85	26.28	37,119	54,659
FY 08		18.47	27.20	38,418	56,572
FY 06	440	18.60	27.40	38,688	56,992
FY 07		19.25	28.36	40,046	58,982
FY 08		19.93	29.35	41,448	61,047
FY 06	442	19.54	28.82	40,643	59,946
FY 07		20.22	29.83	42,064	62,042
FY 08		20.93	30.87	43,536	64,214
FY 06	443	20.03	29.56	41,662	61,485
FY 07		20.73	30.60	43,128	63,639
FY 08		21.46	31.67	44,638	65,866
FY 06	444	20.53	30.30	42,702	63,024
FY 07		21.25	31.36	44,192	65,235
FY 08		21.99	32.46	45,739	67,519

Note: Annual salaries are for reference only and are based on 2,080 regularly scheduled hours. Because pay hours may vary, the annual salaries are not to be construed as a guaranteed income for the year.

Due to rounding process, the actual annual salary may vary

ARTICLE 19

EMPLOYEES' RETIREMENT SYSTEM

The parties agree that the City will maintain the current benefit provisions of the Employees' Retirement System (ERS), Ordinance No. 986-A, as amended, for the duration of this agreement.

ARTICLE 20

SAFETY AND HEALTH

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

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

Section 3. In the event an employee leaves the employ of his department, he shall return all uniforms and safety equipment to the department.

Section 4. Employees purchasing industrial prescription safety lenses with safety frames or safety shoes will be reimbursed as set forth in Section 5 of this Article for that purchase upon presentation of proof of purchase and a memorandum from the department director indicating that the item was required in the performance of the employee's duties to maintain proper safety standards.

Section 5.

A. The parties agree that the purpose of the safety glasses and safety shoe program is to encourage the use of industrial prescription safety lenses and safety shoes for the protection of employees and to prevent serious injuries and in this connection, appropriate Federal and State Standards shall apply to these items (ANSI and OSHA).

B. Employees will be reimbursed for the cost of industrial prescription safety lenses with frames up to \$125.00 no more frequently than once every two fiscal years, although reimbursement for single vision lenses up to \$75.00 or reimbursement for bifocal or "no line" lenses up to \$100 may be approved no more frequently than once a year.

C. Employees will be reimbursed for the cost of safety shoes up to \$85.00 no more frequently than once a fiscal year on a "fair wear and tear" basis, except that employees in the Environmental Compliance Division of Water Resources may receive reimbursement up to twice per year for safety shoes.

ARTICLE 21

GRIEVANCE AND ARBITRATION PROCEDURESection 1. Discipline

A. All employees are subject to the Rules and Regulations of the Personnel Management System except where this agreement differs; in those cases, the agreement governs. Employees are specifically subject to the Personnel Management System Code of Conduct and Disciplinary Measures which the City agrees not to change without first giving the Union President written notice and/or bargain the impact of said change and provide input for the City's consideration.

B. In imposing progressive discipline on a current charge, the supervisor will not take into consideration any prior infractions of the City or departmental rules and regulations which occurred more than eighteen (18) months previously. In a situation where an incident occurred longer than eighteen months ago but has just become known by supervision, disciplinary action may be pursued if the incident involved the commission by the employee of a Group III level offense. An employee's entire personnel file may be considered in cases involving termination.

Section 2. General

A. The purpose of this Article is to establish a process for the fair, expeditious, and orderly adjustment of grievances between the City and an employee or group of employees. Only disputes involving the interpretation or application of this labor agreement shall be grieved using this negotiated process. Other disputes involving disciplinary action may be grieved either through this negotiated procedure or the grievance procedure described in the Personnel Management System Rules and Regulations, but not both. Part-time employees who are represented by this Union may, after the first six months of initial employment, grieve non-disciplinary issues only.

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

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

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

C. Normally grievances are filed at the first step in either the City or negotiated procedure; however, in disciplinary appeals concerning an involuntary demotion not due to layoff, dismissal or suspension in excess of eighty (80) consecutive work hours, an employee may file at Step 2 of the negotiated procedure or with the City's Civil Service Board in accordance with the procedures described in the Personnel Management System Rules and Regulations.

D. A grievance may be submitted by the Union, as the exclusive representative of employees covered by this agreement, as a general or class grievance. A Union general or class grievance shall be initially submitted at Step 2 within fifteen (15) calendar days from the date of occurrence. A grievance regarding the concerns of one employee or disciplinary action involving one employee will not be considered a class grievance. Any Employer grievance will be filed with the Union President at Step 2.

E. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by Management. A grievance not answered within the time limits prescribed for the appropriate Management representative at each step shall entitle the employee or the Union to advance the grievance to the next step. The time limits prescribed herein may be extended for good and sufficient reason by mutual agreement of the Union and Management. If the time limits are extended, the appropriate Management representative and the Union representative and/or grievant will be so advised.

F. The requirements in Steps 1 and 2 for written grievances and answers shall not preclude the aggrieved employee, the Union, and appropriate Management representatives from orally discussing and resolving the grievance. Oral discussions up through Step 2 shall not cause the aggrieved employee and the Union steward to suffer any loss of straight time pay and shall normally be held during regular working hours.

G. In advancing grievances through Step 2, the employee and/or the Union representative may call a reasonable number of witnesses to offer testimony from direct knowledge only. Employees shall suffer no loss of pay while serving as witnesses. No loss of pay means that the employee will be paid as if he were at work for his normal schedule of hours. For example, if a grievance hearing begins at 3:00 p.m. and ends at 4:00 p.m., and the employee's normal schedule is 7:00 a.m. to 3:30 p.m. with one half hour for lunch, the employee will receive eight hours of pay for the day. The same concept applies for the Union representative who will be coded as being on leave as shown on the time out slip contained in Article 5 of this labor agreement. They shall be excused to testify during working hours provided such absence from their places of work in no way interrupts, delays, or otherwise interferes with proper and effective service to the community.

If a grievance is pursued beyond the Civil Service Board or Step 2, each side shall be responsible for any expenses incurred.

H. The Union steward shall be allowed reasonable time off without loss of pay during his regularly scheduled work hours in accordance with the provisions of Article 5 for investigating, presenting, and appealing grievances up to and including Step 2 of this procedure. The pay status of Union officers investigating or presenting grievances will be as shown in Article 5 (See the Time Out Slip). The performance of this function by the Union steward or officer shall in no way interrupt the normal functioning of the department. The Employer and the Union agree that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponements. The Union agrees to guard against the use of excessive time for grievance activities which are authorized by this Article.

I. Stewards or Union officers shall provide advance notice to supervision to allow planning arrangements to enable the steward or Union officer time off for grievance investigative activity.

Prior to leaving their assigned work site to conduct grievance investigative activities, stewards and officers shall obtain written permission from their immediate supervisor utilizing the Time Out Slip provided by management. The steward or Union officer will contact the supervisor of the employee to be visited prior to leaving his own work site to ensure that the employee is available and determine a convenient meeting time. In the event the employee's supervisor denies permission to contact the employee at that time, the supervisor shall explain the reason for the denial and advise him as to when he can

reasonably expect to meet with the employee. At the request of the Union representative, the reason for denial shall be put in writing and sent to the appropriate Union steward or officer. When the steward or Union officer arrives and the supervisor summons the employee in response to the request, the supervisor will designate an area for conducting the meeting. Upon returning to his work site, the steward or Union officer will notify his supervisor of his return and turn in his completed Time Out Slip.

J. For an employee or the Union submitting an initial or class grievance and appealing the grievance up through the various steps, the time limits described in this Article shall be the work days of Monday through Friday, excluding days observed as holidays.

K. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

Section 3. Grievance Procedure

(Application or interpretation of this Labor Agreement; see also Section 2.C. of this Article.)

INFORMAL STEP

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

FORMAL PROCEDURE

STEP 1 If the grievance is not resolved at the Informal Step, the aggrieved employee may, within ten (10) working days of the matter from which the grievance arose, submit a written grievance on the prescribed form to his immediate supervisor.

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

1. A statement of the grievance including date of occurrence, and details, and facts upon which the grievance is based.
2. The Article and Section of the labor agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.
4. Signature of aggrieved employee, and Union representative, if applicable.
5. Date submitted.

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

The Department Director or his designee, within ten (10) working days of receipt of the grievance shall meet with the grievant and/or the Union representative, if applicable, to discuss and seek a solution to the grievance. Within five (5) working days after the meeting, the Department Director or his designee shall give his answer in writing to the grievant and the Union representative, if applicable.

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

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

STEP 2 If the grievance is not resolved at Step 1, the aggrieved employee may submit a written appeal to the Labor Relations Office within ten (10) working days after the Department Director's or his designee's written answer. The Labor Relations Manager or his designee shall meet with the aggrieved employee, departmental management, and Union representatives, if applicable, within ten (10) working days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within ten (10) working days after this meeting, the Labor Relations Manager or his designee shall give his written recommendation to the grievant and a copy to the Union representative, if applicable. A grievance response postmarked within the ten (10) day time period shall constitute a timely response.

Section 4. Arbitration Referral

A. If the employee or class grievance is not resolved at Step 2, the aggrieved employee or the Union may, within ten (10) working days after receipt of the Step 2 written response, submit a request for arbitration to the Labor Relations Office.

B. In general grievances, either the Union or the Employer may request to take the grievance to arbitration.

C. Within ten (10) work days after the date of receipt of the arbitration request, the aggrieved employee and/or the Union representative, if applicable, and the Employer may meet for the purpose of preparing a joint arbitration agreement whereby the parties will attempt to define the issue or issues to be submitted to the arbitrator and jointly select an arbitrator.

D. If the parties fail to mutually agree upon an arbitrator within ten (10) work days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be jointly requested from the Federal Mediation and Conciliation Service (FMCS). The party requesting the list shall be responsible for whatever fee may be charged. Should the parties determine that the issue in dispute requires an arbitrator with special expertise, it shall be indicated in the request. Within ten (10) work days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. If, for a Union or employee initiated Arbitration, the Union or employee fails to appear to strike names with the Employer within twenty-one (21) calendar days from receipt of the list, the request for arbitration will be deemed to be withdrawn. A coin shall be tossed to determine who shall cross out first. If the selected arbitrator is not available within sixty (60) days, another list may be requested by the moving party and the above described procedures will be followed for selection from the list. Upon selection of the arbitrator, the parties shall jointly notify the Office of Arbitration Service (FMCS) of the selection.

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

E. The date, time, and place of the hearing shall be established by consultation between the arbitrator and the parties concerned. The hearing on the grievance shall be informal and the rules of evidence shall not apply; however, to assure an orderly hearing, the rules of judicial procedure should be followed as closely as possible.

F. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of the collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of this agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.

G. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer.

H. The arbitrator's fee and expenses shall be borne by the losing party. In the event of a compromise or split award where the arbitrator does not fully uphold the position of either party, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.

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

I. The arbitrator shall be requested to render his decision as soon as possible, but in any event, no later than thirty (30) calendar days after the hearing.

J. In case of a grievance involving any continuing or other money claim against the Employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than one pay period prior to the date when such grievance shall have been submitted in writing.

K. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event no later than fifteen (15) calendar days after receipt of the arbitrator's award.

L. Either party to this agreement desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts, if available.

ASEU GRIEVANCE

CITY OF ST. PETERSBURG

Grievance No. _____

Please attach any statements or information to support your grievance. Type or print neatly.

NAME (Employee filing) _____ Work phone _____

Classification _____ Shift _____ Department _____

Date of Occurrence of Grievance _____

Article & Section of Agreement alleged to have been violated _____

Please check appropriate box: Step 1 []Dept Director Step 2[]Labor Relations
[]Class Grievance

DESCRIBE all of the facts concerning the grievance (date, time, place, persons involved, etc.):

REQUESTED REMEDY: _____

EMPLOYEE/UNION DEPARTMENT/CITY

Signature (Employee filing grievance) Time/Date Grievance received by (Signature)

ASEU Representative Signature* Time/Date Time/Date of receipt

As provided by the ASEU contract, I wish to appeal my grievance to Step 2 []

Signature (Employee filing grievance) Time/Date Grievance received by (Signature)

ASEU Representative Signature* Time/Date Time/Date of Receipt

*Signature required if employee is being represented by Union; the NCF&O representative who signs will be the contact point for either the Department or Labor Relations in setting the grievance hearing.

ASEU GRIEVANCE

Grievance No. _____

RESPONSE

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

TO: _____ FROM: _____

Employee/Grievant or ASEU Representative Department or Labor Relations

Date Grievance Filed: _____ Date of Hearing: _____

The following is in response to the above-referenced grievance. (Include a brief description of the facts presented at the hearing and the rationale for the decision. Attach additional sheets if necessary.)

Hearing Officer's Signature

Date

(Department Mgr, Director,
or Designee/Labor Relations)

ARTICLE 22

CONSULTATIONS

Section 1. Consultations between the City and the Union may be held from time to time at the request of either party in an effort to reach mutual understandings, receive clarification, or discuss information regarding issues which affect employees in the Administrative Service Employees Unit. Matters appropriate for consultation between the parties include wages, hours, and working conditions, and areas of concern to the Union. For the purposes of this agreement consultation is defined as a discussion of matters which are within the discretion of a department or City Administration.

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

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

Section 4. If the Union requests consultation, it shall bear the cost of expenses and compensation for its own representatives and/or City employees. If the City requests consultation, employee Union representatives and/or employees will be paid straight time pay for their normally scheduled work hours which coincide with the time the consultation meeting is held.

ARTICLE 23

DRUG FREE WORKPLACE

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

Section 2. Any employee covered by this bargaining unit will be subject to competent medical examination if there is reasonable suspicion on the part of the employee's immediate supervisor and the Department Director, or his designee, that the employee is using or under the influence of alcohol, illegal drugs or other controlled substances when taken without a prescription or without being under the care of a physician, while on duty.

"Reasonable suspicion" means observable signs that indicate to a reasonable person that an individual is using or under the influence of illegal or controlled substances or alcohol. Examples of observable signs are bloodshot eyes, dilated pupils, slurred speech, lack of coordination, the smell

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

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

A. A urine sample will be taken at a medical facility licensed by the State of Florida. The sample will be sealed, and chain of custody procedures followed in transporting the sample to the testing facility. The testing will be done at the City's expense and will be conducted by a laboratory licensed by the State of Florida. The initial screening test will be the EMIT test. In the event that the first test is positive (indicates the presence of a drug), a Gas Chromatography/Mass Spectrometry test using the initial sample will be conducted to ensure accurate results.

B. An employee who is tested on a reasonable suspicion basis will be placed on an administrative leave-with-pay status pending the outcome of the test(s).

C. If the first test result is negative, a second test will not be conducted and the employee will be returned to work. If the first test is positive and the second test is negative, the employee will be returned to work. In the event either the first or second test is negative, no disciplinary action related to drug use will be taken, and no record will be placed in an employee's file that the drug testing occurred.

D. When an employee is suspected of using or being under the influence of drugs, as opposed to alcohol, a test will be conducted for the presence of drugs only.

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

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

In the event the Employee Assistance Program is no longer available, the employee must seek assistance through the services of his personal physician or any licensed medical facility or agency established to provide evaluation and rehabilitation to individuals with substance usage problems. The rest of this section will continue to be applicable.

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

A. Employees who sell illegal drugs or controlled substances, either on or off duty, shall be terminated from employment.

B. Employees who are in possession of or using illegal substances or are consuming alcohol while on duty, including meal and rest periods, shall be terminated from employment in accordance with the City's Code of Conduct, (Group III offense), unless the Department Director can document mitigating circumstances and obtain the approval of the Human Resources Director not to terminate.

C. With the exception of Police Department employees covered in paragraph F. of this section, all other employees who are under the influence of illegal substances or alcohol while on duty shall be disciplined in accordance with the City's Code of Conduct, (Group II offense), although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct. (An exception to discipline for being under the influence on duty is contained in Section 5.)

D. Employees who are in possession of illegal substances or drug paraphernalia while off-duty and said possession constitutes a felony, shall be terminated from employment.

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

E. The policy contained in the City's Rules and Regulations regarding the procedures to be followed in the event an employee loses his driver's license shall apply. Failure to report the revocation or suspension of a driver's license by employees required to drive while on duty shall result in discipline (Guideline: (Group II offense) for the first offense and termination for the second offense.)

F. Employees covered by this agreement who are employed in the Police Department are required to conform to the standards of that department due to the sensitive nature and potential liability incurred by employees' use of any controlled substance on or off duty, or being under the influence of alcohol while on duty. Consequently, these employees who are under the influence of illegal substances or alcohol while on duty may be terminated on the first offense. Likewise, these employees who are in possession of illegal substances or drug paraphernalia while off duty, even if said possession constitutes a misdemeanor, shall be terminated.

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

Section 8. At the time of implementation of this contract, all employees shall be put on notice that the City is committed to employing a drug-free work force. Said notice will also include encouragement for employees who may have a substance use or abuse problem to seek professional assistance on a confidential basis from the City's Employee Assistance Program or a source of their own choosing. The penalties for both on or off-duty use, possession, or sale of illegal substances, controlled substances, or alcohol contained in this Article shall also be communicated to employees.

Section 9. When an employee requests Union assistance, the City agrees to make a reasonable effort to contact a Union steward or officer. In no instance will the City delay the substance test for more than one-half hour, while attempting to contact a Union official.

Section 10. In the event of invalidation of this Article, or Section of this Article, both the Employer and Local 1220 agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

ARTICLE 24

GENERAL PROVISIONS

Section 1. Pay Checks

The current pay practice will be maintained for the term of this agreement unless a change becomes necessary. In that event, it will be a matter appropriate for consultation should a major segment of the bargaining unit be affected.

Section 2. Pre-Employment Physical Examination

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

Section 3. Printing the Agreement

The Employer agrees to provide the Union with fifty (50) copies of the Labor Agreement within thirty (30) calendar days after Council ratification and signature by the parties of the ratification page of the contract.

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

Section 4. Departmental and Official Employee Records

A. Any employee who has information inserted in his departmental and/or official records that may be used for disciplinary actions shall be notified of such insertion in his record. (An official record or file is the file maintained by the Human Resources Department.)

B. Employees covered by this agreement shall have the right to inspect their departmental and/or official files on their own time.

C. It is agreed that an employee shall have the right to insert in his departmental and/or official file a written and signed refutation of any material he considers to be detrimental.

Section 5. Bulletin Boards

A. The Employer agrees to provide bulletin board space for use by the ASEU, up to a maximum of twenty (20) designated locations.

B. Bulletin board space provided shall be large enough to accommodate no more than four (4) notices 8 1/2" x 14" at each designated location.

C. Bulletin board space provided at the designated locations may be used for posting Union notices but restricted to:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections and results of such elections.
3. Notices of Union appointments and other official Union business.
4. Notices of Union meetings.
5. Any other information approved by the Labor Relations Office.

D. All notices shall be on official Local 1220 letterhead stationary and signed by a duly recognized Union official.

E. Any material, other than that listed in Paragraph C. of this Section, not approved by the Labor Relations Office, may be removed by any supervisor or manager.

F. All costs related to preparing Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on the bulletin boards and for maintaining that material in an orderly condition.

G. In the event additional permanent areas of work are placed in service requiring approximately twenty (20) employees represented by this Union, the Employer agrees to authorize bulletin board space of the same size as described in Paragraph B. of this Section.

Section 6. On-Duty Injuries and Benefits

A. General Provisions

1. An injury shall be determined to have been incurred while on duty only if such injury is a compensable injury under the Florida Workers' Compensation Law. Employees who are incapacitated due to injury while on duty shall be entitled to benefits as specified under the Workers' Compensation Law for the State of Florida.

2. Full-time employees when absent from work due to an on-duty injury and ineligible for on-duty injury benefits may elect to utilize extended illness leave first and then annual leave accrued to make up the difference between Workers' Compensation payments and their basic take home pay. (See B.3 for the definition of basic take home pay.)

3. While absent from duty due to a work-related injury and receiving Workers' Compensation benefits, the extended illness leave and annual leave accruals shall continue up to a maximum of twelve (12) continuous months for employees eligible to receive these benefits.

4. In the event a full-time employee uses all of his extended illness leave and annual leave accruals as per Section 6.A.2. of this Article, the Department shall place the employee on a medical leave without pay status. Such medical leave of absence shall be for a maximum of twelve (12) months from the first day of disability.

5. Extensions for a Workers' Compensation leave of absence beyond twelve (12) consecutive months may be granted under special circumstances upon approval by the appropriate Department Director and the Human Resources Director.

6. The restoration of pension credits when an employee returns to work from a Workers' Compensation leave shall be governed by the rules of the Pension Plan, as administered by the Board of Trustees through the City Benefits Office.

7. An employee who is able to work a light duty job as determined by the attending physician may decline the offer of light duty work if the injury is covered by the Family and Medical Leave Act. Should an employee choose not to work light duty, his workers' compensation salary replacement benefit would cease, although the employee could use accrued annual and/or extended illness leave, if eligible.

B. On-Duty Injury Benefit

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

2. On-duty injury pay shall be paid starting with the employee's first scheduled work shift following the date of injury. The length of disability shall be determined by the Employer's physician in accordance with the Workers' Compensation Law.

3. The amount of on-duty injury pay shall be the amount of the employee's basic salary up to the time that Workers' Compensation wage benefits begin. When Workers' Compensation wage benefits begin, the on-duty injury pay shall be the difference between the Workers' Compensation wage benefits and the employee's current basic take home pay.

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

4. In the event the disability extends beyond twenty-one (21) calendar days, the amount of on-duty injury pay paid by the Employer for the first seven (7) days shall be adjusted to equal the employee's basic salary, less the Workers' Compensation wage benefits payments.

5. The maximum for this on-duty injury pay shall be twelve (12) calendar weeks from the first scheduled work shift following the date of the injury. Payments made by the Employer during this period shall not be charged against the employees' accumulated extended illness leave or annual leave.

6. An employee granted this on-duty injury benefit shall be required to comply with the extended illness leave provisions of this labor agreement as pertains to substantiation of medical conditions and the performance of light duty as applicable. An employee who is released by his attending physician for light duty work who chooses not to work light duty will no longer be eligible for on-duty injury pay.
7. In the event that the disability extends beyond twelve (12) calendar weeks, the appropriate Department Director may request a Workers' Compensation Supplemental Committee meeting. Upon approval of this Committee, an extension may be granted but will in no case be approved beyond a maximum of twelve (12) months from the first scheduled work shift following the date of the injury. Until such time as the Committee meets, or if the extension is not approved by the Committee, the employee shall be allowed to utilize accumulated extended illness leave or annual leave to make up the difference between Workers' Compensation payments and basic salary

Section 7. Group Insurance

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

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

- C. The City agrees to pay 75% of the premium cost for employee participation in the City group health insurance program. If the employee elects any form of dependent coverage, the City will pay 75% of the total premium for the employee and dependents. The rates paid by both the City and the employee shall be adjusted whenever increases become effective as the City is notified by the provider.
- D. The City recognizes the importance of sharing information regarding the health insurance market and obtaining information from employees or their representatives as to needs and preferences. The City will establish insurance advisory groups, one of which will be composed of union representatives from the City's bargaining units. Quarterly meetings will be scheduled to provide up to date insurance-related information from the City's Benefits Office and discuss issues related to new plans, carrier issues, and market forces. Information received from the advisory groups will be considered by the City in making decisions regarding carriers and plans.
- E. The following provisions within the current City group health insurance program shall not be changed during the term of this agreement without negotiation with the NCF&O/ASEU, Local 1220:
 1. lifetime maximum benefit - \$1,000,000
 2. annual deductible - \$200
 3. waiver of co-insurance level - \$4,000
- F. It is agreed that the City group health insurance program will incorporate a cost-control mechanism commonly known as Utilization Review. In order for Utilization Review to effectively control costs on behalf of both the employee and the City, an additional deductible of \$200 will be charged on a per-admission basis for all hospitalizations; this additional deductible shall be waived, however, in those cases where the employee advises the provider via toll-free number of a pending hospitalization at least five (5) days prior to such hospitalization taking place. This additional deductible shall further be waived in the event of urgent and/or emergency hospital admission, as documented by the attending physician, provided that notice of such hospitalization is provided to the provider within twenty-four (24) hours of the admission taking place.
- G. It is agreed that the City group health insurance program shall pay hospital room and board charges on the basis of the respective institution's standard semi-private room rate.
- H. The fee schedule and benefit program to be offered through an HMO provider shall be as determined and published by the respective HMO. The City has no involvement with, nor any control over, any fee schedule or benefit program provided by an HMO. All questions or concerns related to fees, benefits, service delivery, or other subjects shall be resolved between the employee-member and the respective HMO, without involvement on the part of the City.
- I. The City agrees to share the premium expense on the same basis for employee participation in

an HMO as it pays toward employee participation in the City group health insurance program as an alternative to participation in the City group health insurance program. It shall be the employee's responsibility to pay the difference between the amount paid by the City and the full amount of the fee established by the HMO.

- J. Those individuals participating in City coverage who are covered by this agreement but who subsequently retire shall be offered the option at the time of retirement of selecting coverage with a lifetime maximum benefit of \$50,000 or the lifetime maximum benefit offered to current employees. The City will pay 75% of the cost of the coverage with a lifetime maximum benefit of \$50,000 or the same dollar amount towards coverage with the higher lifetime maximum benefit. The rates paid by both the City and the employee shall be adjusted whenever increases become effective as the City is notified by the provider.
- K. Those individuals participating in HMO coverage who are covered by this agreement but who subsequently retire shall be eligible for continued coverage as determined by the guidelines established by the applicable HMO.
- L. The City shall provide, at no cost to the employee \$10,000 life insurance with the option of purchasing additional life insurance based upon annual salary currently as shown by the following chart:

SUPPLEMENTAL TERM LIFE INSURANCE

Annual Salary	Low Option	High Option
\$15,000 to 19,999	15,000	\$30,000
20,000 to 24,999	20,000	40,000
25,000 to 29,999	25,000	50,000
30,000 to 34,999	30,000	60,000
35,000 to 39,999	35,000	70,000
40,000 to 44,999	40,000	80,000
45,000 to 49,999	45,000	90,000
50,000 or more	50,000	100,000

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

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

Section 8. Car and Mileage Allowance

Employees covered by this agreement shall be eligible for consideration for car allowance and/or mileage reimbursement in accordance with the eligibility criteria provided for in the Administrative Policies of the City of St. Petersburg. For the duration of this agreement, the amount for mileage reimbursement shall be \$.37 per mile. In the event the City raises the rate, the employees shall be covered by the higher rate. The car and/or mileage allowance shall be paid in accordance with the procedures established by the Payroll and Benefits Accounting Division.

Section 9. Contract Modification

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

Section 10. Residency Requirement

All individuals hired on a full-time basis into classifications in pay grades 501 through 519 shall be required to either be residents of the City as of their date of employment or to establish primary residency within the City within six months of completing the probationary period applicable to their position. Failure to do so will result in termination of employment. (This policy applies only to individuals hired on or after October 1, 1997.)

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

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

reason for termination.

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

GENERAL PROVISIONS

ARTICLE 25

SAVINGS CLAUSE

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

Section 2. In the event of invalidation of any Article or Section, both the Employer and Local 1221 agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE 26

ENTIRE AGREEMENT

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

Section 2. The Employer and Local 1220, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated this agreement, unless otherwise provided for herein.

ARTICLE 27

DURATION

Section 1. Except as otherwise provided, this agreement shall take effect upon the first payroll start date after ratification by both parties, and shall continue in full force and effect until its expiration date of September 30, 2008.

Section 2. Should either party desire to terminate, change or modify this agreement, it shall notify the other party during the month of March 2008. In the event such notice is given, negotiations for a follow-on labor agreement shall begin not later than May 1, 2008.