

A G R E E M E N T

between

**NORTHEAST FLORIDA PUBLIC EMPLOYEES' LOCAL 630
LIUNA, AFL-CIO**

"BLUE COLLAR"



AND



CITY OF ATLANTIC BEACH, FLORIDA

October 1, 2009, through September 30, 2012

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AGREEMENT

THIS AGREEMENT is entered into this 8th day of February 2010, between the City of Atlantic Beach, hereinafter referred to as the Employer, or City, and the Northeast Florida Public Employees', Local 630, LIUNA, AFL-CIO, hereinafter referred to as Local 630, Union, or Employee Organization. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise and to set forth basic and full agreement between the parties concerning wages, hours and other conditions of employment enumerated herein. There are and shall be no individual arrangements or agreements covering any part or all of this Agreement contrary to the terms provided herein. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and the Union and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

Whenever a male pronoun is used in this Agreement it shall be construed to include reference to both sexes.

ARTICLE 1

RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Part II of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those Full Time (FT) and Regular Part Time (RPT) employees in the blue-collar rank and file bargaining unit, PERC Certification #927, and as provided in the attached Exhibit A for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of those public employees within the bargaining unit.

The Employer agrees to promptly notify the Union in writing of its intention to create any job classification not specifically listed in Exhibit A which classification might reasonably be expected to be appropriate for inclusion within the bargaining unit. The parties agree to meet and discuss reopening this section to add such classifications to the description above at the request of either party.

- 1.2 It is further understood and agreed that the Business Manager or his designee will be the official spokesman for the Union in any matter between the Union and the Employer, only however on the matters which the Union has authority regarding its membership. The Business Manager shall designate in writing the name of his designee and provide such to the City Human Resource Manager prior to the designee performing any official union activities.

ARTICLE 2

PAYROLL DEDUCTION AND DUES

- 2.1 Upon receipt of a written authorization from the employee covered by this Agreement, the Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues. It is understood that this provision will provide for deductions equal to the number of pay periods per year. The Employer will submit to the Union the deducted sums within fifteen (15) calendar days. Changes in the Union membership dues and rates will be certified to the Employer in writing over the signature of the Business Manager of the Union and shall be done at least thirty (30) calendar days in advance of the effective date of such change. The union will make a reasonable effort to notify employees of any increase in dues in advance of such increase being deducted by the Employer. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within seven (7) calendar days after remittance is received of its belief and reasons stated therefore that the remittance is incorrect.
- 2.2 The Union will indemnify, defend and hold the Employer harmless against any claim made, and against any suit instituted, against the Employer as the result of any check-off of union dues.
- 2.3 An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) calendar days written notice to the Employer and the Union. Upon receipt of such notification, the Employer shall terminate dues on the pay date immediately following the expiration of the thirty (30) calendar day notice period.
- 2.4 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions.
- 2.5 If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse within the Union and not the City, provided that the excess amount deducted was in fact remitted to the Union in the form of union dues.

ARTICLE 3

NO STRIKE PROVISION

- 3.1 The Union and bargaining unit members shall have no right to instigate, promote, sponsor, engage in, or condone any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason.
- 3.2 Local 630, its officers, agents, stewards, and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in the event of breach of this Article or the law by other employees, and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike.
- 3.3 In addition to the penalties set forth in Section 447.507, Florida Statutes, any and all employees who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City. The only question that may be raised in any proceeding (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting work stoppages, boycotts, slow-downs, strikes, intentional disruption of City operations, or the withholding of services was violated by the employee to be discharged or otherwise disciplined.
- 3.4 The circuit courts of this State shall have jurisdiction to enforce the provisions of this Section by ex parte injunction and contempt proceedings, if necessary.

ARTICLE 4

MANAGEMENT SECURITY

- 4.1 (a) The Union, its representatives, members or any persons acting on their behalf agree that the following "unlawful acts" as defined in Chapter 447, Florida Statutes are prohibited; 1) Solicitation of public employees during working hours or 2) Distributing literature during working hours in areas where the work of the public employees is performed.
- (b) The circuit courts of the state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings if necessary. A public employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by the Employer notwithstanding further provisions of this or any other agreement.
- (c) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this article.
- 4.2 The Employer and Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and Union affirm the joint opposition to any discriminatory practices in connection with employment, promotion, training or assignment remembering that the public interest requires full utilization of employees' skills and ability without regard to race, color, creed, religion, national origin, handicap, marital status, age or sex.
- 4.3 In accordance with Chapter 447, Florida Statutes, employees shall have the right to form, join and participate in or refrain from forming, joining or participating in an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing to negotiate collectively through a certified bargaining agent with the City in the determination of the terms and conditions of their employment.

ARTICLE 5

MANAGEMENT RIGHTS

- 5.1 Except as expressly provided for in this Agreement, the Employer retains the sole and exclusive right:
- a. to determine the purpose of each of its constituent agencies, the size and composition of the work force, including the number or composition of employees assigned to any particular operation, shift or turn;
 - b. to set standards of services to be offered to the public, standards of conduct and work of employees, and to establish or change operational or performance standards;
 - c. to exercise control and discretion over its organization and operations;
 - d. to manage its operations and direct the work of the bargaining unit employees, including the rights to decide the number and location of work stations,
 - e. to determine the operation of motorized equipment including the number or type of equipment, vehicles, materials, and supplies to be used, operated, or distributed,
 - f. to determine the location, method, means and personnel by which operations are to be conducted, the scope of service to be performed, the methods of service, the schedule of work time;
 - g. to contract and subcontract existing and future work (should the Employer exercise its management right and decide to contract out existing and future bargaining unit work, the Employer agrees to notify the Union of its intent to subcontract no less than thirty (30) calendar days prior to implementation. The Employer agrees to meet with the Union upon request of the Union; however, such obligation to meet with the Union shall not affect the Employer's right to implement said decision free from any bargaining obligation);
 - h. to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement;
 - i. to maintain order and efficiency in its work stations and locations;
 - j. to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable;
 - k. to hire, lay-off, assign, transfer, promote, demote and determine the qualifications of employees;

- l. to create new job classifications, expand, reduce, alter, combine, transfer, assign, cease, create and amend job descriptions and to abolish jobs, increase or decrease the number of jobs or employees;
- m. to determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift;
- n. to determine the starting and quitting time and the number of hours to be worked, assign and reassign shifts, create, abolish or alter shifts, and rotate shifts;
- o. to require an employee to take a physical or mental examination, given by a health service, or a physician or psychiatrist selected by the Employer;
- p. to require employees to work overtime;
- q. to discipline, suspend, and/or discharge employees for just cause (excluding newly hired probationary employees); and
- r. to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.

5.2 The above rights of the Employer are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the Employer. Any of the rights, powers, and authority the Employer had prior to entering into this collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. The management rights, functions privileges and prerogatives referred to in this Article which the Employer has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance or arbitration procedures, and the Employer has no obligation to bargain over the decision to exercise such rights, functions, prerogatives and privileges, or the effect of such decisions.

5.3 Any and all aspects of wages, hours, and working conditions, which are not specifically covered by this Agreement, may be initiated, instituted, continued or discontinued without notification of or consultation with the Union. The Employer is not required to continue those voluntary aspects of wages, hours, and working conditions not included in this Agreement, but which were in effect prior to entering into this Agreement or instituted thereafter, nor shall the employees have any binding right to such matters.

5.4 It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and employees at the discretion of the City may be required to perform duties not within their specific job

descriptions as long as they are related to Department operations and have the approval of the appropriate Department Head.

- 5.5 Whenever it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of the Agreement may be suspended by the Mayor or the City Manager during the time of the declared emergency only, provided that wage rates and monetary fringe benefits shall not be suspended.
- 5.6 The Employer's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 5.7 The exercise of the above-referenced management prerogatives shall not be subject to the grievance or arbitration procedures of this Agreement; provided however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 6

UNION STEWARDS AND UNION REPRESENTATION

- 6.1 Employees covered by this Agreement will be represented by stewards designated by the Union in the following locations.

<u>Location</u>	<u>Number of Stewards</u>
Public Works	2
Public Utilities	2

The Union may appoint one of the above stewards as a Roving Steward.

When additional permanent work locations are created with more than five (5) union eligible employees, the Employer and the Union will meet at the request of either party for the purpose of mutually determining the stewardship needs of the Union.

- 6.2 A written list of union stewards shall be furnished to the Human Resource Manager prior to the effective date of their assuming duties of office. Union stewards will not perform any grievance work until such notification is received by the Employer.
- 6.3 The Business Manager or the President of the Union, may, with prior authorization by the City Manager or appropriate Department Head, be admitted to the property of the Employer. Union officials, as designated above, shall be able to talk with employees before or after regular working hours or during the lunch period of said employees on Employer property in areas mutually agreed upon by the Union and the Employer to discuss union business, including but not limited to, grievances.
- 6.4 The following sections outline the duties and responsibilities of stewards recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to settle grievances. Work loss must be minimized. The steward must advise his supervisor of the requirement of such time and secure permission. Such permission will not be unreasonably withheld. Union stewards shall normally settle grievances on the job site that is within their designated jurisdiction. Files of the employee as authorized by Chapter 119 of the Florida Statutes, or exempt files as authorized by the employee (in writing), shall be open for investigation by the steward when settling grievances. Union stewards shall not conduct any grievance work on premium time (overtime) except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisor permission shall be given orally to the union steward provided that said oral authorization insures adequate controls of the steward's

time; otherwise written permission shall be required. If it becomes necessary for a union steward to receive written permission, the department will provide a form that will be used for this purpose. Upon returning to his work assignment, the steward shall report to his immediate supervisor, unless prior consent not to do so has been secured.

- 6.5 Union stewards shall be employees as designated by the Union, and shall be members of the bargaining unit.
- 6.6 Union representatives, while on public property and functioning as stewards, are subject to the same rules of the Employer as all other public employees, except as specifically provided in this Agreement.
- 6.7 No employee shall function as a union steward while on leave of absence, without mutual consent of the Union and the Employer.
- 6.8 When it becomes necessary for a union steward to enter a division or area other than his own for the purpose of conducting union business authorized by this Agreement, he will secure permission for his presence from the supervisor of that area or division or activity and notify the supervisor of the general nature of his business.
- 6.9 Nothing in this Agreement shall be construed to prevent any employee from presenting, at any time, his own grievances to the Employer, in person or by legal counsel, and having such grievances adjusted without the intervention of the bargaining agent if the adjustment is not inconsistent with the terms of the Agreement when in effect, and if the bargaining agent or his designee has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- 6.10 Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees by the Employer and the Union.
- 6.11 All stewards have productive work to perform as assigned by the Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

ARTICLE 7

PROBATIONARY EMPLOYEES

- 7.1 All employees shall be classified as probationary employees for the first six (6) months of continuous uninterrupted employment. The probationary period shall apply for all employees in a new job classification (new employee or an employee who has been transferred, promoted or demoted). The Department Head has the discretion to extend the probationary period an additional six (6) months.
- 7.2 Except in the case of a transfer or promotion to a new position which is set forth below, at any time during the probationary period the Employer may decide to terminate a probationary employee with or without cause. Such decision to terminate shall not be subject to the grievance or arbitration procedures of this collective bargaining Agreement. Prior to termination, the employee shall be provided with a written statement of the reason(s) for such action (just cause is not required) and afforded the right to a pre-disciplinary hearing per Article 9.9.
- 7.3 Provisions as to seniority shall not apply to probationary employees, rather seniority shall date back to the time of hire after an employee has successfully completed his probationary period. If more than one (1) employee is hired on the same day, seniority shall be determined by the day (1 - 31) of birth, with the employee with the lowest numeric day of birth having the most seniority.
- 7.4 Employees who are subject to a probationary period because of a transfer or promotion to a new Union position shall be returned to the position they held prior to the transfer or promotion with pay constructively adjusted per Article 26 should management determine that the employee is not successfully completing the probationary period. However, nothing shall prevent the Employer from discharging, suspending or otherwise disciplining, the transferred or promoted employee during the probationary period for just cause. Further, should the transferred or promoted employee be returned to his former position for failing to satisfactorily complete the probationary period, the Employer shall have the right to terminate the individual who filled the transferred or promoted employee's former position. Such termination shall not be subject to the grievance or arbitration provisions of this Agreement.

ARTICLE 8

RULES AND REGULATIONS

- 8.1 The City shall have the right to establish, maintain and enforce, or rescind, amend or change, reasonable rules and regulations and standard operational procedures. The City will provide the Union with copies of work rules and/or policies which the City has created, amended, or deleted that are contained within the City's Personnel Policies and Procedures Manual and which pertain to members of the bargaining unit within a reasonable time after creation, amendment, or deletion.
- 8.2 Any employee violating a rule or regulation or standard operational procedure may be subject to disciplinary action, including dismissal.
- 8.3 All bargaining unit employees, regardless of union affiliation, are subject to all City rules and regulations pertaining to the conduct of City employees unless specifically exempted by provisions of the Agreement.

ARTICLE 9

DISCHARGE AND DISCIPLINE

- 9.1 The Employer shall not discharge, suspend or otherwise discipline employees except for just cause, and in no event until the employee has been furnished with a written statement of the charges and the reason or reasons for such action. Any dispute over suspension, discharge, or other disciplinary action may be submitted to the grievance procedure as set forth in Article 10 (See Article 7 for exception). The Employer shall consider, among other things, the seriousness and frequency of offenses when determining the appropriate discipline, which may include a warning, suspension or immediate discharge. Employees are not entitled to a particular number of warnings prior to the imposition of discipline, including discharge.
- 9.2 The following acts shall be grounds for discipline, up to and including discharge:
- (a) Falsifying statements or records;
 - (b) Stealing;
 - (c) Drinking or possessing alcoholic beverages while on duty;
 - (d) Possessing, using or selling a controlled substance, including but not limited to, narcotics, marijuana, or barbiturates, other than that prescribed by a physician for the employee;
 - (e) Being under the influence of a controlled substance other than that prescribed by a physician for the employee, or being under the influence of an alcoholic beverage;
 - (f) Recklessness or negligence while on duty;
 - (g) Violation of the no strike provisions of this Agreement;
 - (h) Violation of a work rule or regulation;
 - (i) Failure to immediately report vehicle accidents involving damage to any City property;
 - (j) Conduct that could bring discredit to the Employer;
 - (k) Having committed and/or convicted for a felony, driving while under the influence of alcohol, or narcotic substances, crime involving moral turpitude, or a misdemeanor involving perjury or a false statement, or a misdemeanor evidencing bad moral character;

- (l) Leaving the working area during working hours without authorization;
- (m) Sleeping during working time;
- (n) Fighting, wrestling, horseplay, or any other act which might interfere with the safe or efficient operation of the Employer;
- (o) Unauthorized absence;
- (p) Unauthorized tardiness;
- (q) Repeated failure to achieve a satisfactory evaluation of work performance;
- (r) Refusal to cooperate during an investigation;
- (s) Insubordination; or
- (t) Conduct unbecoming a city employee.

The foregoing enumeration of grounds for discipline, up to and including discharge, is by way of illustration and shall not be deemed to exclude management's right to discharge or otherwise discipline employees for any other just cause.

9.3 Disciplinary Actions

The City agrees with the tenets of progressive and corrective discipline, where appropriate. Disciplinary actions shall normally be progressive and shall be determined at the discretion of the City. However, certain actions, by their nature, may be severe enough to justify deviating from progressive disciplinary principles and may result in immediate discharge of employment or other disciplinary action. The following are intended as examples of progressive disciplinary actions:

- (a) Oral counseling or oral reprimands.
- (b) Reprimands given in writing.
- (c) Suspension without pay.
- (d) Demotion
- (e) Dismissal.

9.4 Notwithstanding the provisions of 9.1, the Employer may suspend or discharge an employee immediately for being under the influence of alcohol and/or drugs pursuant to Article 27 of this Agreement; disorderly and/or disruptive conduct,

without the necessity of a letter of reprimand prior to suspension or discharge, provided however that a written statement of the charges and the reason or reasons for such action shall be delivered to the employee within five (5) days of the actual suspension or discharge.

- 9.5 Employees shall have the right to review their official personnel file upon reasonable request to the Employer.
- 9.6 A copy of the written reprimand shall be furnished to the employee at the time the reprimand is presented to the employee.
- 9.7 The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The statement shall be limited to the facts and issues regarding the specific reprimand at issue. The employee's responding statement will be entered in the personnel file, attached to the reprimand. In the event the employee's responding statement addresses issues other than the facts and issues regarding the specific reprimand at issue, it may be returned to the employee by the Human Resource Manager with a letter explaining the reasons it was not accepted.
- 9.8 When an employee is questioned by the Employer, the Employer shall advise the employee if the questioning may lead to disciplinary action against him. The employee then has the right to request that a union representative be present at the meeting. When an employee requests union representation pursuant to this section, and a union representative is not immediately available, the Employer shall postpone the meeting for a reasonable time in order for the employee to obtain union representation.
- 9.9 Employees subject to dismissal or suspension shall have the right to a pre-disciplinary hearing. The hearing shall be conducted by the appropriate Department Head. If possible, the pre-disciplinary hearing shall be conducted prior to discharge or suspension. The employee may request that the appropriate union steward be present at the hearing along with the supervisor who has made the charge. This section shall not apply to circumstances covered under Section 9.4. The union steward as designated by Article 6 for the employee's work location and the employee shall receive written notice of the charges against the employee twenty-four (24) hours in advance of the hearing. A waiver of hearing shall be attached to the notice and the employee may waive his right to such hearing.
- 9.10 Derogatory information, including disciplinary or detrimental documents, will not be entered into an employee's official personnel records unless the following has been accomplished:
 - (a) The employee is notified:
 1. That the information is to be filed within their official personnel

records, and

2. Of their right to submit a grievance if they disagree with the action, and
 - (b) The employee is given a copy of the information, and
 - (c) The employee is given an opportunity to submit information in rebuttal to derogatory information, and
 - (d) The employee has been asked to acknowledge that such a document is being placed into their official personnel file.

ARTICLE 10

GRIEVANCE PROCEDURE

- 10.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of specific terms of the Agreement as provided in this Article.
- 10.2 For the purpose of this Agreement, a grievance is defined as a claim or complaint that an employee or group of employees may have that the Employer has violated a specific provision of this Agreement, provided such specific provision is subject to the grievance and arbitration procedures of this Agreement. Discipline, or other employment actions, of newly hired probationary employees, up to and including discharge, is not subject to the grievance procedure. No employee, or other person or entity, may file a grievance concerning the discipline, including discharge, or other employment action taken against any new hire probationary employee, and the City is not required to consider, respond to, or act upon any such grievance.
- 10.3 Grievances may be taken up during the working time of the grievant upon mutual agreement between the Employer and the Union.
- 10.4 All grievances proceeding to Step II must be reduced to writing and must contain the following information:
- (a) The specific Article and Section of the Agreement alleged to have been violated by the Employer;
 - (b) A full statement of the grievance, giving a complete description of the facts and dates and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;
 - (c) Signature of grievant and date signed; and,
 - (d) Designation of the union steward or business agent if the grievant requests union representation.
- 10.5 All grievances shall be processed in accordance with the following procedure:
- Step 1 (Verbal)** - The grievant shall orally present his grievance to his immediate supervisor within ten (10) working days of receipt of a official written notice or of the occurrence of the action giving rise to the grievance, provided that should the action giving rise to the grievance occur while the employee is on authorized paid leave of absence or is on his scheduled day off the grievant shall have ten (10) working days within return to his job to orally present his grievance. Discussions will be informal for the purpose of settling differences in the simplest and most

effective manner. The immediate supervisor will discuss and make an effort to resolve all legitimate grievances with fairness and justice for both the grievant and the Employer. The immediate supervisor shall orally communicate a decision to the grievant within ten (10) working days from the date the grievance was orally presented to him.

Step 2 (Written) - If the grievance is not settled at the first step, the grievant within ten (10) working days of receipt of the immediate supervisor's Step 1 response, shall present the grievance in written form (in compliance with Section 10.4) to the supervisor of the individual that provided the Step 1 response, normally the Division Director, with a copy to the Department Head. The appropriate supervisor shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting with the grievant and the union steward and/or Business Manager if the grievant requests union representation. The appropriate supervisor shall notify the grievant, in writing, of his decision no later than ten (10) working days following the meeting date.

Note:

If the Department Head is the supervisor at the Step 1 grievance or the next supervisor after the verbal Step 1 grievance reply, the grievance shall be submitted directly to the Department Head as a Step 3 grievance.

If there are additional supervisors, the grievance shall be submitted to them utilizing Step 2 grievance procedures, as necessary, until the grievance reaches Step 3, i.e., the Department Head.

Step 3 - If the grievance is not settled at the second step, the grievant, within ten (10) working days of receipt of the Step 2 response, shall present the grievance (in writing and in compliance with Section 10.4) to the appropriate Department Head with a copy to the City Manager. The appropriate Department Head, or designee, shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting with the grievant and the union steward and/or Business Manager if the grievant requests union representation. The appropriate Department Head, or designee, shall notify the grievant, in writing, of his decision no later than ten (10) working days following the meeting date.

Step 4 - If the grievance is not settled at the third step, the grievant within ten (10) working days from receipt of the Step 3 decision, shall present the written grievance to the City Manager. The City Manager, or designee, shall investigate the alleged grievance and may within ten (10) working days of receipt of the written grievance conduct a meeting with Employer representatives, the grievant and the union steward and/or Business Manager if the grievant requests union representation. The City Manager or his designee shall notify the grievant, in writing, of his decision not later than ten (10) working days after the date the

grievance was received by the City Manager, or after the meeting with the representatives and/or grievant.

Step 5 - Arbitration - If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration in writing to the Office of the City Manager no later than ten (10) working days after the response is received from Step 4 of the grievance procedure.

- 10.6 It is the mutual desire of the Employer and the Union that grievances shall be adjusted as quickly as possible and to that end the time limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement. The term "work days" as used in this Article includes Monday through Friday of each work week regardless of the grievant's work schedule. Saturdays, Sundays, and holidays as set forth in this Agreement shall not be considered "work days" even if work is assigned on these days. For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance, is received, shall not be counted. Failure of management to observe the time limits for any step in the grievance procedure without a mutually agreed written extension of time shall entitle the grievant (or the Union in the case of Step 5) to advance the grievance to the next step. Failure of the grievant (or the Union in the case of Step 5) to observe the time limits for any steps in this Article without a mutually agreed written extension of time shall terminate the grievance.

ARTICLE 11

ARBITRATION PROCEDURE

- 11.1 Whenever the Union requests arbitration in accordance with the provisions of the Grievance Article, the parties shall within five (5) working days following appeal to arbitration jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, each of whom shall be a member of the National Academy of Arbitrators. Arbitrators shall be selected from such panel by alternately striking names from this list (the Union shall make the first strike) until the last name on the list is reached.
- 11.2 The limitations on the powers of the Arbitrator are as follows:
- (a) The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement;
 - (b) The Arbitrator shall have no power to establish wage scales, rates for new jobs, or to change any wage;
 - (c) The Arbitrator shall have only the power to rule on matters arising under this Agreement and is confined exclusively to the question(s) which is presented to him which question(s) must be actual and existing;
 - (d) The Arbitrator shall have no power to arbitrate any matter after this Agreement has expired, unless the event giving rise to the grievance occurred prior to the termination of this Agreement and a written grievance was submitted within fifteen (15) working days after the expiration of this Agreement and has been timely processed.
 - (e) If the subject of the grievance submitted to arbitration concerns disciplinary measures (including discharge) taken against one or more employees, the Arbitrator is only empowered to pass upon whether the employee or employees concerned actually committed, participated in, or were responsible for the act of misconduct. The Arbitrator has no authority to pass upon the nature, extent or severity of the disciplinary measure(s) taken, such determination being solely a managerial prerogative. If the Arbitrator finds that the employee has not committed, participated in, or was not responsible for, the act of misconduct for which he has been disciplined, the Arbitrator has the power to make the employee or employees whole, including ordering back-pay (less compensation received from any other sources) for time lost, and reinstatement when applicable.
- 11.3 There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Union and on all bargaining unit employees and on the Employer, provided the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction, or is not in violation of public policy. The authority and

responsibility of the Employer, as provided by Florida law, shall not be usurped in any matter.

- 11.4 The cost of the Arbitrator's services shall be divided equally between the Employer and the Union. Each side will pay its own representative and witnesses. The cost of a court reporter and the transcription fee shall be paid by the party requesting the court reporter and/or a transcription of the proceedings. The cost of a court reporter or/and other costs and fees, if requested by the Arbitrator, shall be divided equally between the Employer and Union. Other requests from the Employer and/or Union shall be paid by the requesting party; however, if either party requests transcripts, copies of such shall be provided to the other party per the Florida Public Records Act (FS-119).
- 11.5 The commencing of legal proceedings against the City or any managerial employee of the City in a court of law or equity or before the Public Employees Relations Commission, the City's grievance procedure, or any other administrative agency by an employee, or group of employees, for alleged violations of the express terms of the Agreement shall be deemed a waiver to resort to the grievance or arbitration procedures contained herein for resolution of the alleged violation of the terms of this Agreement. Additionally, the commencing of legal proceedings against the Union in a court of law or equity or before the Public Employees Relations Commission, or any other administrative agency, by the City or any of its managerial employees for alleged violations of the expressed terms of this Agreement shall be deemed a waiver by such employee or the City of the ability to resort to the grievance or arbitration procedures contained herein for resolution of the alleged violation of the terms of this Agreement. Likewise, the utilization of the Grievance or Arbitration procedures in this Agreement for the resolution of alleged violations of this Agreement shall constitute a waiver of any rights the party who initiated the grievance may have to review by the Public Employees Relations Commission, the City's grievance procedure, or any other administrative agency.
- 11.6 Prior to initiating judicial review by any court for any alleged violation of this Agreement, the grievance procedure of this Agreement must be completely exhausted.
- 11.7 Discipline or other employment actions of newly hired probationary employees, up to and including discharge, is not subject to the grievance procedure and; therefore, such actions cannot be submitted to arbitration.

ARTICLE 12

HOLIDAYS

12.1 The following are recognized as holidays under the terms of this Agreement.

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving Day	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th
Any day that the City Commission may designate	

For employees that work a Monday through Friday:

Whenever a holiday falls on Saturday, it shall be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday will be observed as the holiday.

Christmas:

Whenever Christmas falls on a Saturday, Christmas shall be observed on the preceding Friday, with Christmas Eve observed on the preceding Thursday.

Whenever Christmas falls on a Sunday, Christmas shall be observed on a Monday, with Christmas Eve observed on the preceding Friday.

Whenever Christmas falls on a Monday, Christmas shall be observed on Monday, with Christmas Eve observed on the preceding Friday.

For employees that work shifts other than Monday through Friday:

Holidays shall be observed on the actual date that they occur.

Note: Full Time employees shall be entitled to a maximum of eight (8) hours per holiday (88 hours per year) of holiday leave and/or holiday pay.

12.2 Whenever an observed holiday occurs on an employee's scheduled day off, the Employer shall provide the employee with 8 hours of compensatory time at the straight time or compensate him with 8 hours at straight time rate in order to equalize the observed legal holidays in Section 12.1. Regular Part Time (RPT)

employee hours will be prorated based upon work hours funded within the approved budget.

12.3 Working a Holiday

Regular Full Time Employees.

Nonexempt employees who work on the observed holiday, per Article 12.1, shall receive:

- eight hours of pay for the Holiday plus, at the employer's discretion:
 - their normal rate of pay for each hour worked on the holiday, or
 - compensatory time, hour-for-hour, for each hour worked during the holiday, or
 - any combination of pay and/or compensatory time which results in the employee receiving 8 hours of Holiday pay plus straight time for all hours worked on the observed holiday.

Regular Part Time (RPT) Employees.

Hours of pay for the Holiday prorated based upon the number of hours funded to work within the approved budget, plus, at the employer's discretion:

- their normal rate of pay for each hour worked on the holiday, or
- compensatory time, hour-for-hour, for each hour worked during the holiday, or
- any combination of pay and/or compensatory time which results in the employee receiving prorated hours of Holiday pay plus straight time for all hours worked on the observed holiday.

Temporary and Part Time Employees who do not receive Holidays

Temporary or Part Time employees that work a holiday shall receive pay at time-and-one-half their regular hourly rate of pay for hours worked on the observed holiday.

In no case shall the employee receive, in either pay or time off, an amount in excess of double time for eight holiday hours.

Exception to above. Hours **worked** per week that exceed 40 will be paid at the time-and-a-half rate.

- 12.4 In order to be eligible for holiday pay or compensatory time the employee must have worked the last scheduled working day immediately prior to the observed holiday and the first regularly scheduled working day immediately after the observed holiday unless the employee is on paid vacation, military leave, paid sick leave substantiated by a doctor's certificate, or other paid absences excused by the appropriate Department Head.
- 12.5 Employees who have been assigned holiday work and fail to report for and perform such work without reasonable cause shall not receive pay or compensatory time for the holiday.
- 12.6 Employees who are on an unpaid leave of absence, layoff, or in a non-pay status on the day on which a holiday is observed shall not receive pay or compensatory time for the holiday.
- 12.7 For purposes of this Article, all holidays shall commence at 12:01 a.m. on the date the holiday is observed (as set forth in Section 12.1) and continue for twenty-four (24) uninterrupted hours.
- 12.8 The accrual and pay-out of compensatory time under this Section shall be governed by the provisions of Article 17.

ARTICLE 13

PERSONAL LEAVE HOURS

- 13.1 (a) The "Personal Leave Hours" concept is an advancement from the traditional vacation and sick leave system. Personal leave hours are not to be considered compensation for services rendered. All bargaining unit employees may be absent from work and still receive regular wages provided the employee has a Personal Leave or Compensatory Time balance, and follows the procedures set forth in this Article and receives prior approval from the employee's supervisor, or the appropriate Department Head or his designee.
- (b) When a Personal Leave Hour is used for illness or other emergencies, employees are required to notify their supervisor, or if he is unavailable the appropriate Department Head of the nature of the illness or emergency as early as reasonably possible and no later than one (1) hour after starting time each day the employee intends to be absent, that the employee is unable to report to work because of illness or other emergency; however, employees on shift work must notify the supervisor or if he is unavailable the appropriate Department Head no later than one (1) hour before shift starting time.

Except as stated above when an employee is planning to use seventeen (17) hours or more of Personal Leave Hours he must submit his request to take leave in writing to the appropriate Department Head or his designee at least five (5) calendar days prior to the first day of the intended absence. When an employee is planning to use less than 17 hours of Personal Leave Hours he must submit such request at least forty-eight (48) hours prior to the first day of the intended absence. The appropriate Department Head or his designee shall respond to the request as soon as possible after receipt of the request.

Personal Leave may be taken in increments of fifteen (15) minutes or more. Approval of leave may be suspended if in the discretion of the appropriate Department Head such leave would pose a manpower shortage which would have an adverse effect on the operation of the Department, or if the notification requirements set forth in this Article are not followed.

- (c) When hired, each employee may select a personal leave limit and leave cash-in dates. Employees that do not select a personal leave limit and/or leave cash-in date will be assigned a leave limit of 960 hours and cash-in dates of June and December. In December of each year, employees will have the option to select or change their selections as follows:

Leave limit:

Each employee may select a personal leave limit of 120, 240, 360, 480, 600, 720, 840 or 960 hours that will best fit the employee's needs. Once selected, or assigned, employees may change their Personal Leave limit in December of each year. Those that do not change their limit shall retain their previously established limit. Thereafter, employees must utilize their Personal Leave Hours or the employee shall be automatically paid for all hours accumulated that exceed their established maximum. Employees who do not select a personal leave limit will be assigned a 960 hour limit.

Cash-In Dates:

Each employee may select a personal leave cash-in date of:

- (1) first pay date in June and December;
- (2) first pay date in June only; or
- (3) first pay date in December only.

Employees may change their cash-in date in December of each year. Those that do not change their cash-in dates shall retain their previously selected, or assigned, dates. Employees who do not select a cash-in date(s) will be assigned a June and December cash-in date.

Payment for Personal Leave:

For hours permissibly accumulated under this Article, the employee shall be automatically paid for all personal leave hours that exceed the personal leave limit as established by the employee. For the purpose of paying for accrued leave time, the Employer will automatically pay for personal leave on the cash-in date(s) as selected by the employee. Personal leave cashed in will be based upon the cash in leave limits and cash-in dates as selected by the employee and the employee's personal leave account balance on the pay period that immediately precedes the designated cash-in date(s) as selected by the employee. Note: Employees will not be paid for Personal Leave unless then Personal Leave cash-in amount equals or exceeds one (1) hour.

- (d) For Personal Leave used for illness, the Employer always retains the right to require medical documentation of the illness.
- (e) No Personal Leave Hours may accumulate to an employee who is in a non-pay status or utilizing donated leave.
- (f) Subject to the restrictions contained in this Agreement, Personal Leave Hours shall accumulate during each pay period and shall be credited to the employee at the end of the pay period.

- (g) An eligible employee who resigns with at least two (2) weeks notice, is laid off, or whose employment has not been involuntarily terminated shall be paid for any unused accruals.
- (h) The accrual rate of Personal Leave Hours shall be determined as follows:

Years	Hours Per Pay Period	Total Annual Hours
Beg. 1st through 3rd yr.	5.81	151
Beg. 4th through 7th yr.	6.78	176
Beg. 8th through 11th yr.	8.31	216
Beg. 12th through 15th yr.	9.85	256
Beg. of 16th year and over	10.47	272

ARTICLE 14

LEAVES OF ABSENCE WITHOUT PAY

- 14.1 Leaves of absence without pay, unless mandated by Federal or State law, may, in the sole discretion of the City Manager, be granted when annual leave has been exhausted.
- 14.2 All leaves, with or without pay, should be requested by the employee in writing and should be approved in writing before becoming effective.
- 14.3 An employee's starting date will be adjusted for leaves of absence without pay in accordance with state and federal statutes and local ordinances.

ARTICLE 15

MILITARY LEAVE

- 15.1 The Employer will grant employees leaves of absence for military duties as dictated by the requirements of state and federal laws.
- 15.2 Employees requesting military leave are responsible for notifying the appropriate Department Head as soon as possible of the dates for the military leave and to provide an official set of orders, or other documentation of the training, as soon as practicable.
- 15.3 An employee will not be paid for Military Leave until an official set of orders or appropriate documentation has been received.

ARTICLE 16

BEREAVEMENT LEAVE

- 16.1 Employees covered by this agreement may be granted, upon approval of the appropriate Department Head, time off with pay not to exceed three (3) calendar days, in the event of a death in the employee's immediate family for the purpose of attending the funeral and/or attending to related obligations of the deceased relative.
- 16.2 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, grandchildren and any other member of kinship who may be residing under the same roof with an employee during the time of death.
- 16.3 Funeral leave or bereavement leave shall be leave with full pay and benefits and shall not be charged to personal leave days.
- 16.4 The employee may be required to provide the appropriate Department Head with verification of death before compensation is approved.

ARTICLE 17

HOURS OF WORK AND OVERTIME

- 17.1 The purpose of this Article is to define hours of work but nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or for any other period of time, except as may be specifically provided herein.
- 17.2 Unless changed by the City, forty (40) hours shall constitute a normal workweek for an employee covered by this Agreement, except as hereinafter provided. Nothing herein shall guarantee an employee payment for a forty (40) hour work period unless the employee actually worked a forty (40) hour workweek or his actual hours worked and his authorized compensated leave totals forty (40) hours. For the purpose of this Agreement, authorized compensated leave shall mean holidays on which the employee is excused from work, authorized compensatory time taken, bereavement leave, jury duty, and any other leave paid for and authorized by the City.
- Overtime will be compensated at time and one-half (1-1/2) for all hours worked in excess of forty (40) hours within any seven (7) consecutive calendar day City established work period (Exception: See Art 17.13). Compensation for overtime hours worked shall be paid to the employee during the same pay period in which it is worked, providing the paperwork is delivered to the appropriate payroll office in a timely manner to process for that pay period.
- 17.3 The City shall have the discretion to compensate for overtime hours worked in the form of cash or compensatory time. Should the City decide to compensate the employee in the form of cash, the employee shall be paid at the straight time rate for all hours worked over the employee's normal schedule in a work week that are less than 40 and at the rate of one and one-half (1½) the employee's regular rate of pay for each overtime hour worked in a work week that exceeds forty. Should the City decide to compensate the employee in the form of compensatory time, the employee shall be credited at the straight time rate for all hours worked over the employee's normal schedule in a work week that are less than 40 and at the rate of one and one-half (1½) hour of compensatory time for each overtime hour worked in a work week that exceeds forty.
- 17.4 Employees shall not be able to accumulate more than fifty (50) hours of compensatory time. Once the cap is reached compensation will be in the form of cash payment only.
- 17.5 An employee who has accrued compensatory time will be permitted to use the time off within a reasonable period after making a request to use same, provided it does not unduly disrupt the operations of the City. Requests to use compensatory time must be made in writing to the employee's supervisor.

- 17.6 At any time the City, in its sole discretion, may determine to substitute cash, in whole or in part, for compensatory time. All accrued compensatory time off must be taken during the fiscal year (October 1 - September 30) in which it is earned. If not, the employee shall receive a cash payment for the excess unused compensatory time on or after the last pay period of the fiscal year but no later than September 30th of the same fiscal year at the regular hourly rate earned by the employee at the time the employee receives such payment. Employees shall not be paid for any compensatory time unless their balance exceeds one hour.
- 17.7 Should an employee voluntarily switch shifts with another employee for the employee's convenience, no overtime compensation will be payable and the hours the employee worked as a substitute shall be excluded by the City in the calculation of the hours for which the employee is entitled to overtime compensation. All such shift trading must be approved by the immediate supervisors prior to the trade and the period during which time is traded and paid back must not exceed twelve (12) months. Hours worked by the volunteer substitute employee will be paid to the employee that was regularly scheduled to work and not to the volunteer substitute employee. The volunteer substitute employee must make arrangements with the employee he is replacing for any compensation.
- 17.8 Nothing in this Article shall require payment for overtime hours not worked, except as provided herein.
- 17.9 All employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties.
- 17.10 Employees covered by this Agreement shall be given forty-eight (48) hours notice of any change in their regular hours of work, unless an unscheduled absence by another employee or circumstances necessitate a quicker change.
- 17.11 The appropriate Department Head is authorized to schedule employees on a "task basis".
- 17.12 There will be no duplication of premium payments and no claims that provide for "overtime on overtime or compensatory time, i.e., no pyramiding of overtime".
- 17.13 An employee who has left his normal place of work and who is "called-back" for overtime work shall receive a minimum payment of two (2) hours at time and one-half (1½) the employee's regular rate of pay or the actual hours worked at time and one-half (1½), whichever is greater. Employees shall be compensated for additional call backs as provided herein if the employee has completed the call back assignment and has left his place of work prior to receiving another call back. Employees shall not receive overtime pay on overtime pay for additional call-backs that occur within the two (2) hour period of a previous call-back, that is, there will be no overtime on overtime. Prearranged overtime shall not

constitute a "call back". This Section shall not apply if hours worked as a result of a call back extend into the start of the employee's regular work period.

Employee's who report to work for scheduled overtime shall receive a minimum payment of two (2) hours at one and one-half (1-1/2) times her/her regular rate.

- 17.14 Upon proof of attending court pursuant to subpoena or other court order involving a job-related case, not as a plaintiff in litigation against the City, an off-duty employee will receive pay equal to one and one-half (1½) times the employee's regular straight time hourly rate of pay for the hours he attends court. Provided, that such employee shall receive a minimum of two (2) hours pay at the rate of one and one-half (1½) the employee's regular straight time hourly rate for such attendance. The City reserves the right to institute any procedure or system it deems appropriate to measure, record, and/or verify attendance and duration of off-duty court appearance. In the event any employee claims time not actually spent in off-duty court appearance, he may be discharged or disciplined. The employee will sign over all subpoena and witness fees that exceed twenty dollars (\$20.00), excluding travel reimbursement, unless City transportation is furnished in which case such travel reimbursement should not be requested or accepted or if received will be signed over to the City.
- 17.15 No employee shall authorize overtime for himself but shall be entitled to work overtime as assigned or authorized by the appropriate Department Head. It is understood that the City has the right to schedule overtime work as needed, and in a manner most advantageous to the City.
- 17.16 Overtime hours shall be distributed as nearly equal as possible among employees as long as such sharing will not delay or increase the cost of the City's operations.
- 17.17 Employees required to be accessible by telephone and not performing actual work, but in readiness to perform work when the need arises, shall be considered to be on standby. If the employee performs actual work during the standby period, the employee shall be considered to have received a call-out, and shall be paid in accord with Article 17.13.

Any employee designated by the Employer to be on standby duty shall receive one-hundred (\$100.00) dollars in addition to his normal bi-weekly pay for each week the employee is required to be available on standby duty for a minimum of seven (7) consecutive days. To be eligible for standby compensation, the employee must meet the following criteria;

- (a) The employee must respond by phone within twenty (20) minutes of receiving page.
- (b) The employee must arrive at job site within one (1) hour of returning page by phone to the Employer.

- (c) Employees that take personal leave during the standby period must be available for call-back and able to respond within the above time frames.

17.18 An employee who has worked sixteen (16) hours or more in a twenty-four (24) hour period, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her normal workday shall upon release, be entitled to an eight (8) hour rest period before he/she returns to work. If the employee is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the overtime rate of one and one-half (1 ½) times his/her regular rate of pay for all hours worked, commencing from the time he/she reports back to work and ending when he/she is released for an eight (8) hour rest period.

17.19 All employees shall be provided with at least a one-half (½) hour lunch break which shall be the employee's own time. If the employee is required to work their lunch break, the employee shall be compensated as provided within this Article.

Employees shall be provided with two (2) fifteen (15) minute break periods with pay. The first break shall be taken within the first four (4) hours of work and the second during the last four (4) hour period of work. Break periods must be utilized during the appropriate period or they are "lost". They may not be accumulated to allow for early departure or the modifications in an employee's work schedule.

17.20 Except for outside workers, smoking is limited to official break periods or during the employee's lunch period.

ARTICLE 18

INJURY IN THE LINE OF DUTY

- 18.1 Any employee covered by this Agreement who sustains a temporary disability as a result of accidental injury in the course of and arising out of employment by the Employer, shall, in addition to the benefits payable under the Workers' Compensation law of the State of Florida, be entitled to the same Workers' Compensation benefits as provided to other City employees.

ARTICLE 19

CODE OF ETHICS AND USE OF CITY EQUIPMENT

- 19.1 It is essential to the proper conduct and operation of government that bargaining unit employees be independent and impartial, and that City employment not be used for private gain. This Article is intended to protect against any conflict of interest and to establish a code of ethics for bargaining unit employees.
- 19.2 In furtherance of the goals and understandings set forth in Section 19.1, the parties agree that:
- (a) No bargaining unit employee shall accept any gift, favor or service that may reasonably tend improperly to influence him in the discharge of his official duties.
 - (b) No bargaining unit employee shall use or attempt to use his position to secure special privileges or exemptions for himself or others, except as may be provided by policy or law.
 - (c) No bargaining unit employee shall accept employment or engage in any business or professional activity which might require or induce him to expose confidential information acquired by him by reason of his official duty.
 - (d) No bargaining unit employee shall disclose confidential information gained by reasons of his official position, nor shall he otherwise use such information for his personal gain or benefit.
 - (e) If a bargaining unit employee is an officer, director, agent, or member of, or owns controlling interest in any corporation, firm, partnership, or other business entity which is subject to the regulations or which has substantial business commitments with the City, or other political subdivision of the State, he shall file a sworn statement to the effect with the City Clerk and with the Circuit Court of Duval County as may be required by State law.
 - (f) No bargaining unit employee shall transact any business in his official capacity with any business entity of which he is an officer, director, agent or member, or in which he owns controlling interest.
 - (g) No bargaining unit employee shall have a personal investment in any enterprise which will create a substantial conflict between his private interest and the public interest.
- 19.3 Bargaining unit employees shall remember that they represent the City as a whole when serving the public. They shall conduct themselves so as to project a desirable image of the City.

- 19.4 The use of any City equipment such as borrowing typewriters, tape recorders, cameras, shovels, etc., for personal use is prohibited unless otherwise approved by the City Manager, and this only under special or unusual circumstances.
- 19.5 No bargaining unit employee shall have a financial interest in the profits of any contract, service, or other work performed by the City, nor shall any bargaining unit employee personally profit directly or indirectly from any contract, purchase, sale, or service between the City and/or any person or company; nor personally or as an agency provide any surety bill or bond required by law, or subject to approval of the City Commission. Any bargaining unit employee who violates the provisions of this rule shall be considered guilty of misconduct in his service.
- 19.6 It may be necessary for some bargaining unit employees to have City vehicles at their disposal in order to carry out their duties. It is essential that these vehicles be used with the utmost care and discretion at all times.

Bargaining unit employees are permitted to use City vehicles for performance of their official duties only. Under no circumstances are they to be used for personal business or for pleasure unless such use is expressly granted by the City Manager.

A bargaining unit employee driving a City vehicle must have on his person a current, valid driver's license issued by the State of Florida.

All mechanical defects or malfunctions should be reported as soon as possible to the City garage.

If a City vehicle is involved in an accident, the bargaining unit employee must notify the Public Safety Department and the appropriate Department Head immediately. A police report shall be made of any accident involving a City vehicle.

- 19.7 The use of City equipment at any time and the use of City employees during normal working hours for any construction, repair, improvements, or other such actions on private property for the benefit or profit of private individual(s) is prohibited.
- 19.8 No bargaining unit employee will be allowed to take an active part in political management or in political campaigns during working hours. This does not prohibit an employee from voting as he may choose, and from expressing his opinion on any political subject or candidate. No leaves of absence, excluding previously accumulated personal leave, shall be granted to such employees for the purpose of participating in a political campaign.
- 19.9 In order that the City may maintain and increase the efficiency of its employees:
- (a) No bargaining unit employee may engage in any outside employment or

activity that relates to or is inconsistent, incompatible, or in conflict with his duties as a City employee. Outside employment that may result in an appearance of impropriety, or interfere with the efficient performance of the employee's regular duties is similarly prohibited.

- (b) If such outside employment in any manner conflicts or interferes with the bargaining unit employee's service to the City, the City Manager will have the right to order the employee to discontinue the outside employment, or to be terminated from City employment.
- (c) The term "outside employment" as it is used in this Article refers to any employment engaged in by a bargaining unit employee apart from his City employment, whether or not such employment is for remuneration, and includes self-employment.
- (d) No City employee shall be otherwise employed except with the written prior permission of the City Manager. Permission shall be granted in accordance with the standard in Article 19.9(a).
- (e) The City of Atlantic Beach will assume no responsibility or liability for any injuries incurred while the employee is engaged in outside employment activities. Serious illness or injury caused by secondary employment may result in being disqualified for continued City employment.
- (f) Employees will not engage in secondary employment while on Workers' Compensation leave unless prior approval has been obtained from Human Resources.

19.10 Any violation of the provisions of this Article shall be subject to review and appropriate disciplinary action, including termination of employment. When a bargaining unit employee has any doubt as to the application of any provision of this Article as it relates to himself, he shall first discuss the possible violation with the appropriate Department Head. If the matter is not resolved the employee shall discuss the matter with the City Manager.

ARTICLE 20

INSURANCE AND PENSION

- 20.1 The City agrees to continue to provide employees with a group term life insurance policy. The City agrees to pay the premiums for the employees' coverage for such insurance.
- 20.2 The City agrees to provide employees with the same basic group health insurance program as offered to other City employees. The City agrees to pay the same amount of premium for the same insurance coverage, including dependent coverage, for bargaining unit employees as it does for other City employees.
- 20.3 Effective, for employees hired on/after April 11, 2005, the pension benefit multiplier is changed from two-point-eight-five percent (2.85%) to two-point-five percent (2.5%).
- 20.4 Effective for employees hired on/after September 1, 2008, vesting is changed from five (5) years to ten (10) years.

ARTICLE 21

SAFETY AND HEALTH

- 21.1 The Employer and the Union agree that they will conform to all laws relating to safety, health, sanitation and working conditions. The Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.
- 21.2 Safety practices may be improved upon from time to time by the Employer and upon recommendations of the Employer and the Union. Protective devices, apparel, and equipment, when provided by the Employer must be used and any failure to obey safety regulations or to use safety devices shall result in disciplinary action, up to and including discharge.
- 21.3 The Employer agrees to provide hepatitis immunization shots to employees within the bargaining unit subject to the approval of the appropriate Department Head. Employees who do not wish to receive the hepatitis immunization shots will be required to sign a refusal waiver to this effect.

ARTICLE 22

BULLETIN BOARDS

- 22.1 The Union may be permitted to provide for its own use three (3) bulletin boards not to exceed 4'L x 3'W in dimension, provided the bulletin boards shall be located only in areas agreed to by the City and Union to include near the time clock in the Public Works Facility, Buccaneer Facility, Atlantic Beach Waste Water Facility and City Hall building.
- 22.2 The Union agrees it shall use the space on the bulletin board provided for herein only for the following purposes; notices of union meetings, notices of internal elections for union offices, reports of union committees, policies of the Union, recreation and social affairs of the Union, and notices by public bodies. In no event shall the bulletin board be used to post political material or controversial material. The Business Agent, his designated representative, or the Steward of the Union are the only authorized representatives to post material on the bulletin board. Said representatives shall initial and date all material that is posted.
- 22.3 The appropriate Department Head or his designee shall decide whether or not Section 22.2 has been violated. Should it be determined that a violation has occurred the Union shall immediately remove the posted material and the Union may lose its bulletin board privileges, following a meeting between the Employer and the Union.

ARTICLE 23

UNIFORMS

- 23.1 The City will furnish to bargaining unit employees who are required to wear such uniforms in the performance of their duties an initial issue of the following upon employment:
1. Eleven (11) pants
 2. Eleven (11) shirts
 3. Hats
- 23.2 The City will replace or repair the above items as they become torn, worn or unserviceable due to the performance of the employee's official duty. Any claim for a repair or replacement under this Section must be accompanied by a written explanation addressed to the appropriate Department Head, setting forth the circumstances necessitating the replacement or repair, and the employee shall present the item(s) to the appropriate Department Head or his designee who shall have the sole determination as to whether the items shall be replaced or repaired.
- 23.3 Any employee who damages, destroys, or loses any furnished article of uniform due to carelessness, negligence or personal use will replace the article at his own expense, or such cost of replacement shall be deducted from the employee's pay.
- 23.4 The employee shall wear the articles of the uniform listed in Section 23.1 only for official City business.
- 23.5 Upon termination of employment for any reason, the employee shall return to the City all articles of the uniform issued by the City.
- 23.6 The City agrees to continue to provide for the cleaning of the uniform articles as in the past.

ARTICLE 24

MILEAGE ALLOWANCE

- 24.1 Employees directed by the appropriate Department Head or his designee to use their private automobiles for City business, shall be compensated at the rate established per mile by the I.R.S. for authorized and approved miles driven.

ARTICLE 25

CAREER DEVELOPMENT

- 25.1 Upon presentation of an official transcript and proof of degree to the City Manager, each employee in the bargaining unit who receives an associates degree from a accredited college, which degree is determined by the City Manager as applicable to the employee's job responsibilities with the City, shall receive a \$50.00 per month career development incentive.
- 25.2 Upon presentation of an official transcript and proof of degree to the City Manager, each employee of the bargaining unit who receives from an accredited college or university a bachelor's degree, which degree curriculum is determined by the City Manager to include a major study concentration area readily identifiable and applicable to the employee's job responsibilities with the City, shall receive a \$100.00 per month career development incentive.
- 25.3 Employees receiving Career Development monies shall receive monies as accorded them under either Section 25.1 or Section 25.2. They shall not receive at the same time monies afforded from both of these Sections.
- 25.4 Employees classified as Wastewater Operator I, Wastewater Operator II, or Wastewater/Water Operator III who obtain the required licenses required for a higher Operator classification, shall be promoted or have their pay adjusted per Article 26. The effective date of such promotion, or pay adjustment, shall be the date the employee passed the test and received their state license, based upon the employee furnishing such documentation to the City. Promotions shall be limited to an effective date no more than sixty (60) calendar days retroactive.

Additional Class A, B and C State licenses above those licenses required by the position description recognized by D.E.P., (Not Certifications), obtained by Water and/or Wastewater Treatment Plant Operator's will be recognized by the payment of an annual one-time lump sum payment of \$500.00 which shall be prorated for new employees. The initial payment of such bonus shall be the date the employee passed the test and received their state license, or the date of hire for new employees and based upon the employee furnishing such documentation to the City. Bonus payments shall be limited to an effective date no more than sixty (60) calendar days retroactive with future bonus paid annually on the date that the employee received their initial bonus. The employee must stay for one (1) year after obtaining license. If the employee leaves the employment of the City, the cost borne by the City for the course, travel and lodging must be reimbursed by the employee.

- 25.5 Cost for other courses will be paid by the City after prior approval of the appropriate Department Head.
- 25.6 All employees within the bargaining unit shall be covered by a written description

of his job duties in the form of employee job specifications.

If the City of Atlantic Beach, or their designees, determine that the employees' job specifications need to be changed, added to, deleted, or amended, the Employer will notify the Union of the intended changes no less than ten (10) working days prior to the effective date of change. Copies of the proposed changes will be forwarded to the Union along with the above notification. After finalization, a copy of the revised specifications shall be forwarded to the Union as soon as is possible.

ARTICLE 26

WAGES

- 26.1 (a) Effective October 1, 2010 the salary ranges within Exhibit A have been retained at the October 1, 2008/2009 rates.

Employees that have more than one year of service as of 09/30/10, are in a position that is considered "year round" and have received an evaluation of "Meets Requirements" or above shall receive a one-point-one percent (1.1%) lump sum "appreciation" bonus to be paid on the first pay period in December 2010. Said bonus shall not count toward pension final average salary calculation or have employee pension contributions deducted. Bonus shall be based upon the employee's annual base pay as determined on 09/30/10.

(b) Notes

- **Evaluations.** If an employee does not receive at least a "Meets Requirements" overall evaluation, they shall not receive a pay adjustment.
- Employees who receive an overall rating of "Below Requirements" on their evaluation, or who believe the City did not follow the City's performance guidelines, may file a grievance utilizing the grievance procedures contained within Article 10.
- **Bonuses.** Employees of the bargaining unit are eligible to receive a bonus based upon performance in accordance with the City's performance evaluation program guidelines.
- **Minimum Pay.** In no case shall an employee's pay be established below the base pay for the grade of the position to which the employee is assigned. Exception: See "Below Requirements" evaluation above.
- **Maximum Pay.** In no case shall an employee receive a pay increase that would result in the employee's pay exceeding the maximum pay for the grade of the position to which the employee is assigned.
- **Applicability.** Pay adjustments will only be provided to individuals who are employees of the City on the date that the Union contract is finally approved by the City Commission.
- **Pay Ranges.** The pay grades and salary ranges for classification within the bargaining unit are incorporated herein as Exhibit A.

- (c) Longevity: All eligible employees shall receive twenty-five (\$25.00) dollars per month for each five years served with the City up to and through the 20th year. This amount shall be placed into the employee's base pay as follows:

<u>Years of Service</u>		<u>Longevity Pay</u>
<u>Starting</u>	<u>Thru</u>	
0	5	\$ 0.00
6	10	\$ 25.00
11	15	\$ 50.00
16	20	\$ 75.00
21	+	\$ 100.00

- (d) Wastewater/Water Operators: Wastewater Operator I's that receive the appropriate license for advancement to Wastewater Operator II shall receive a five percent (5%) in grade pay advancement without any change to their grade and shall have their title changed to Wastewater Operator II.

Wastewater/Water Operator III's that receive the appropriate license for advancement to Wastewater/Water Operator IV shall receive a five percent (5%) in grade pay advancement without any change to their grade and shall have their title changed to Wastewater/Water Operator IV.

Wastewater Operator I's or II's that receive the appropriate license for advancement to Wastewater/Water Operator III or IV, shall receive a promotion to the higher grade and have their title changed to Wastewater/Water Operator III or IV with their salary adjusted in accordance with Article 26.5.

26.2 The Job Classification/Grade Chart is set forth in attached Exhibit A.

26.3 Entrance Wage Determination:

- (a) Initial appointment to any position shall normally be made at the entrance rate of pay established for the position. Upon recommendation from the Department Head, the City Manager may approve the hire of a new employee at a rate of pay above the starting rate of pay. However, a new employee may only be hired at a rate above the entrance rate of pay established for the position if:
- (1) The needs of the City make such hire action necessary and all other employees within the same classification have their base salaries increased to be equal to that of the newly hired employee, or;
 - (2) The new employee has job related training and/or experience that clearly exceeds that of current employees. Prior to City Manager

approval of initial pay under this provision, the City will notify the union, in writing, of the proposed action and allow the union three (3) workdays to provide comments.

26.4 Lateral Transfers: When an employee is either recruited to or assigned another job within the same salary grade and with essentially the same job responsibility level, they will remain at their current salary level and salary grade to which they are currently assigned.

26.5 Promotion: A promotion is the advancement of an employee from their current position to another open job, with greater responsibilities, in a higher pay grade. The promotion is based on documented, demonstrable increase in the scope of work. The granting of a different title alone, without a change in pay grade, does not warrant a promotional salary increase.

(a) Salary Adjustment: An employee who receives a promotion to a higher salary grade (either by taking on a new position or the employee's current position is reclassified to a higher salary grade) should receive a salary increase at the time the promotion becomes effective, to a least the minimum of their new pay range or an amount equal to the percentage difference between the current and new grade midpoints, whichever is greater.

(b) Calculating a Promotional Increase: Since a promotional increase is granted to recognize the assumption of additional job duties and responsibilities, the size of the increase is calculated as a function of the size of the promotion, rather than as a percentage of current salary. The formula used to calculate the promotional increase is as follows:

$$\frac{\text{New Midpoint} - \text{Current Midpoint}}{\text{Current Midpoint}} = \text{Promotion Increase Amount (\%*)}$$

or

An increase to the minimum of the new pay grade, whichever is greater.

* Not to exceed 12% unless required to bring employee's salary to the minimum of the new pay grade.

26.6 Demotion: Demotions are defined as reductions in job duties and responsibilities that result in a salary grade reduction. When an employee is demoted, the employee will receive a decrease in pay equal to the midpoint differential between the pay grade their job is currently assigned and the newly assigned pay grade. The formula used to calculate the salary decrease associated with a demotion is as follows:

Step 1:

$$\frac{\text{Current Midpoint} - \text{New Midpoint}}{\text{New Midpoint}} = \text{Percent Decrease Amount}$$

Step 2:

$$\frac{\text{Current Pay}}{(1 + \text{Decrease Amount})} = \text{New Pay}$$

or

A decrease to the maximum of the new range, whichever is greater.

City Initiated Non-Disciplinary Demotions:

Should the demotion be the result of non-disciplinary action (e.g., a reduction in force or other actions), the demoted employee shall receive the rate in the lower position classification pay range which provides the smallest possible decrease in pay. Employees demoted for non-disciplinary reasons shall if possible be reassigned to other duties commensurate with his/her qualifications for the position. The Employer will make a reasonable effort to reassign the employee in accord with the provisions of this section.

Employee Requested Reassignment (Demotion) to Lower Grade:

When an employee requests a voluntary demotion, the salary of the employee will be adjusted in accordance with the formula utilized to calculate the salary decrease associated with a demotion. In no case will the new salary be established below the minimum pay or above the maximum pay for the new grade. The formula used to calculate the salary decrease associated with a employee requested demotion is:

Step 1:

$$\frac{\text{Current Midpoint} - \text{New Midpoint}}{\text{New Midpoint}} = \text{Percent Decrease Amount}$$

Step 2:

$$\frac{\text{Current Pay}}{(1 + \text{Decrease Amount})} = \text{New Pay}$$

or

A decrease to the maximum of the new range, whichever is greater.

Note: In some cases, an employee is being returned to a position and grade previously held prior to the promotion. In these cases, the employee should not receive a gain in pay based upon the prior promotion and may be constructively returned to the position from which they were promoted with their salary constructively adjusted as if the promotion had never occurred.

26.7 Evaluation for satisfactory service shall be standard in writing throughout the bargaining unit with each activity using the same evaluation form and procedure as that utilized for all other City employees. If the employee believes the evaluation procedure was not followed, he may invoke the grievance procedure and submit the grievance at Step I.

26.8 Any employee covered by this Agreement who is temporarily required by the appropriate Department Head or his designee to perform the duties of a higher classification shall receive pay at a rate of five (5%) percent above the employee's regular rate of pay, provided that:

- (a) The duties and responsibilities of the higher classification are assumed in full for a minimum of one (1) eight-hour working day, and;
- (b) The working out of classification pay is approved by the City Manager or his designee prior to appointment of the employee to the higher position.

If the two (2) conditions set forth are not fully satisfied, the employee will receive the rate of pay of his regularly assigned classification for each hour worked in the higher classification.

ARTICLE 27

ALCOHOL AND DRUG TESTING

- 27.1 Both the City and Union recognize that drug and alcohol abuse is a problem among our nation's work force. The City and the Union also recognize the tremendous cost, both in terms of efficiency and in human suffering caused by needless workplace accidents. Acknowledging the necessity for action, both parties agree to the promotion of a drug free workplace pursuant to the Florida Drug-Free Workplace Act (FS112.0455 & FS440.102).

ARTICLE 28

SENIORITY

- 28.1 Seniority shall be defined as the length of continuous full-time employment with the City of Atlantic Beach. Seniority shall be acquired by a full-time employee after satisfactory completion of a six (6) month probationary period, at which time seniority shall be retroactive to the first day of employment.
- 28.2 In the event of a lay-off or reduction in force, employees shall be laid off in the inverse order of seniority within job classes. Employees laid off shall have the right to bump or replace an employee with less seniority in a lower classification for which the employee is qualified, provided said employee has previously held such a position within the City and can perform the established functions of the current job description.
- 28.3 Whenever an employee is demoted to a position for which he is qualified, he shall receive the salary performance level in that lower range which provides either no decrease or the smallest decrease in pay, if the action is not for cause as outlined in Article 9 of this Agreement.
- 28.4 In regard to overtime and vacation, seniority will be defined as the length of continuous time in any specific classification. If an employee is involuntarily transferred from one department or division to another in the same classification, he shall carry with him both the City and job seniority that he has already acquired.
- 28.5 Seniority shall accumulate during periods of approved leave of absence where the employee remains in a pay status. Seniority is not broken when an employee is on an approved leave of absence without pay, but seniority does not accumulate during this period.
- 28.6 Seniority shall be broken when an employee:
- (a) Resigns;
 - (b) Is discharged for just cause;
 - (c) Exceeds an authorized leave of absence.

ARTICLE 29

JOB QUALIFICATIONS AND PROMOTIONS

- 29.1 Whenever a Full Time (FT) or Regular Part Time (RPT) job opening occurs, other than a temporary opening, in any existing job classification, or as the result of the development or establishment of a new FT or RPT job classification, such jobs shall be advertised as indicated below, and a notice of such opening shall be posted on all appropriate bulletin boards. A copy of the notices of job openings will be forwarded to the appropriate union steward at the time of posting for posting on all other authorized union bulletin boards.
- a. In-house Recruitment. When it has been determined that in-house recruitment is likely to produce a sufficient number of qualified applicants, the vacancy may be advertised through in-house only. In the event a vacancy is posted in-house only, it will be posted for five (5) workdays instead of fourteen (14) calendar days. NOTE: Only Full Time and Regular Part Time employees that have been previously selected through the City competitive selection process may apply for positions advertised in-house.
 - b. External Recruitment. Based upon the small number of employees within most job classifications, and in order to increase the number of applicants to select from, most vacancies will be directly advertised both in-house and externally at the same time.
- 29.2 For the purpose of this Agreement, a vacancy shall be defined as an opening within any City FT or RPT job classification for which funds have been appropriated.
- 29.3 Whenever a vacancy is posted, employees desiring to be considered for such vacancy shall make written application for the position on a City Employment Application no later than the date and time indicated as the closing date/time set forth on the posted vacancy announcement. The appropriate Department Head shall interview all City employee applicants that meet the minimum qualifications for the position prior to filling the vacancy.
- 29.4 The appropriate Department Head shall make all determinations of the qualifications of the applicants applying for open or promotional positions, provided such determination is limited to those factors required within the job specifications for the position being filled. Factors to be considered included, but are not limited to: education, knowledge, skills, abilities, past performance, work history, attendance, and seniority. During the selection process, if all things are comparable with regards to the above factors, current City employee(s) requesting a promotion, or reassignment, will be given priority consideration over other applicants of similar qualifications.
- 29.5 Nothing in this Article shall be construed as precluding employees within the

bargaining unit from applying for other vacant positions within the City of Atlantic Beach.

ARTICLE 30

UNION TIME POOL

- 30.1 All members of the bargaining unit who are not on probation as new employees may contribute two (2) or more hours per year of personal leave hours to the union time pool. Provided that the maximum number of hours which may be accumulated in the pool under this Article is 216 hours.
- 30.2 This leave will be computed and placed in a bank on the 1st of October each year.
- 30.3 The City Manager or his designee shall have the discretion to grant or deny use of pool time.
- 30.4 Union time pool hours not expended during the previous year will be compounded onto the new bank of hours beginning October 1 of each year, provided the maximum accumulation set forth in Section 30.1 is not exceeded.
- 30.5 The City shall have the right to review this Article each year and to eliminate union time pool if it becomes an excessive administrative burden to the City.

ARTICLE 31

SEVERABILITY

- 31.1 In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction such decision shall apply to the specific Article, Section or portion thereof specified in the court's decision; and upon issuance of such decision, the Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 32

SAVINGS CLAUSE

- 32.1 The Employer retains all rights, powers, functions and authority it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged in this Agreement.

ARTICLE 33

ENTIRE AGREEMENT

- 33.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the duration of this Agreement each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement.

ARTICLE 34

DURATION OF AGREEMENT

- 34.1 This Agreement shall commence and become effective on February 8, 2010 and shall continue in full force and effect until midnight of the thirtieth day of September 2012. Either party may reopen Article 26, Wages and three (3) other Articles of their choice in 2010 and 2011. If either party desires to negotiate a successor agreement, it may do so by giving the other party written notice to that effect.

SIGNATURE PAGE

IN WITNESS THEREOF, the parties have caused this Agreement to be signed in their respective names by their respective representatives and have executed this Agreement this _____ day of _____ 2010

FOR THE CITY:

FOR THE UNION:

Jim Hanson
City Manager

Andy Bemis
Business Manager, Local 630

George Foster
Negotiator, City of Atlantic Beach

Jack D. Baldwin
Negotiator, Local 630

Emanuel L. Brown
Negotiator, Local 630

Desmond A. Green
Negotiator, Local 630

Barrion C. Hill
Negotiator, Local 630

Ratified by Union members on: 11/08/10

Approved by the City Commission on: 11/22/10

EXHIBIT A

**CITY OF ATLANTIC BEACH
JOB CLASSIFICATION/PAYGRADE**

**EFFECTIVE 10/01/2010
(Same as the 10/01/2008 & 10/01/2009 Pay Scale)**

SALARY RANGE – HOURLY

<u>GRD</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>	<u>TITLE</u>
14	11.64	14.54	17.44	Dispatcher/Public Works Gardener General Maintenance Worker Meter Reader Painter I Park Ranger
15	12.68	15.85	19.01	Sign/Building Maintenance
16	13.80	17.26	20.73	Heavy Equipment Operator Heavy Equipment Operator / Sludge Truck Mechanic Painter II Utilities/Collection/Distribution Operator
17	15.05	18.82	22.57	No classifications assigned to this grade
18	16.41	20.52	24.62	GIS Technician / Cross Connection Administrator Crew Chief
19	17.89	22.37	26.85	Wastewater Operator I (Wastewater "C") Wastewater Operator II (Wastewater "B")
20	18.80	25.04	31.29	Wastewater/Water Oper. III (Double "C") Wastewater/Water Oper. IV ("B"WW, "C"Water)

Above may differ from final AS400 computer pay based upon computer rounding program.