

AGREEMENT
BETWEEN
THE CITY OF GAINESVILLE
AND
COMMUNICATIONS WORKERS OF AMERICA
LOCAL NO. 3170

~~OCTOBER 1, THROUGH SEPTEMBER 30, 2001~~
October 1, 2001 – December 31, 2003

(NON-SUPERVISORY UNIT)

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Communications Workers of America Drug-Free Workplace
Drug Testing Under Rules of the Federal Highway Administration for
Operation of Certain Commercial Motor Vehicles
Research and Special Programs Administration

PREAMBLE

THIS AGREEMENT, entered into this 1st day of October ~~2000~~ 2001, between the City of Gainesville, hereinafter referred to as the "Public Employer" or "City" and the Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union."

WITNESSETH:

WHEREAS, the City is engaged in furnishing essential public service which vitally affects the health, safety, comfort and general well-being of the public; and

WHEREAS, all parties hereto recognize the need for continuous and reliable service to the public; it is mutually agreed the City's obligation to provide efficient responsive service to the citizens of the City of Gainesville should not be obstructed by disputes between it and its employees; and

WHEREAS, all parties hereto agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay,

NOW, THEREFORE, for and in consideration of the premises herein contained, it is mutually agreed that:

ARTICLE 1

PURPOSE AND INTENT

- 1.1 The following Agreement between the City and the Union is recorded in written form to meet the requirements set forth in Chapter 447 of the State Statutes, specifically Section 447.203(14), which requires the execution of a written contract with respect to agreements reached.
- 1.2 This Agreement is designed to provide for a fair and equitable procedure for the resolution of contractual differences in accordance with the grievance procedure specified herein.
- 1.3 It is the intent and purpose of this Agreement to set forth herein basic and full agreement between the parties concerning specified terms and conditions of employment consistent with the availability of public funds.

ARTICLE 2

UNION RECOGNITION

- 2.1 The City recognizes the Union as the collective bargaining agent of all probationary, regular full-time, and regular part-time, non-supervisory employees of the City in General Government and Gainesville Regional Utilities as defined by P.E.R.C.
- 2.2 The Union recognizes the City Manager and the General Manager for Utilities or their designated representatives as the sole representatives of the General Government and the Utilities System of the City of Gainesville, respectively, for the purpose of collective bargaining. There shall be no individual arrangements or agreements made covering any part or all of this Agreement contrary to the terms herein provided.
- 2.3 It is further understood and agreed that the President of Local No. 3170 or his/her designated representative will be the official spokesperson for said local union in any matter between the Local Union and the Public Employer.

ARTICLE 3

UNION SECURITY AND CHECK OFF

3.1 Any and all employees who are eligible for inclusion in the bargaining unit shall have the right to join or not to join the Union as they individually prefer. It is agreed that there shall be no discrimination for or against any employee because of his/her membership in said organization and, likewise, no employee shall be discriminated against for non-membership in the Union and neither the Union nor any employee shall attempt to coerce an employee into joining or continuing in said organization.

3.2 Within thirty (30) days from the effective date of this Agreement and upon receipt of a stipulated, lawfully executed, written authorization from an employee covered by this Agreement, the City agrees to deduct on a bi-weekly basis dues as certified to the Public Employer by the Secretary-Treasurer of the Communications Workers of America and to remit the aggregate deductions so authorized together with an itemized statement to the Secretary-Treasurer. Dues deduction authorization submitted after the above date will be remitted within thirty (30) days from the date of the deduction on a monthly basis. Changes in Union membership dues will be similarly certified to the City in writing and shall be done at least thirty (30) days prior to the effective date of such change. This dues authorization may be revoked by the employee upon thirty (30) days written notice to the City and to the Union.

3.3 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off.

3.4 The Union agrees to indemnify, defend and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

3.5 It is understood and agreed that the City will furnish the Union a list of

employees who are eligible for membership in the Union. This list will be furnished on or about October 1st of each year.

3.6 In the event that dues check off for an employee is stopped, the City will provide the Union with a thirty (30) day notice or a copy of an appropriate form which has caused check off to cease.

3.7 The City shall provide a monthly update on employees' status due to promotion, retirement, termination, and transfer. Such monthly status shall be provided to the Union President.

ARTICLE 4

MANAGEMENT SECURITY

4.1 The Union and its members agree they shall have no right to strike. Strike means the concerted stoppage of work, the concerted absence of employees from their positions, the concerted failure to report for duty, the concerted submission of resignation, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the City of Gainesville, the Public Employer, for the purpose of inducing, influencing, condoning or coercing a change in the obligations, terms or conditions of their employment. The Union and its members further agree they shall have no right to participate in a deliberate and concerted course of conduct which adversely affects the services of the employer, including the failure to work overtime, the concerted failure to report to work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage or refusing to cross a picket line. Any violation of this Section shall subject the violator(s) to the penalties as provided by law and to the rules and regulations of the Public Employer.

4.2 Any employee covered by this Agreement who participates in, is a party thereto or promotes any of the above actions as outlined in Section 4.1 or other similar forms of interference with the operations or functions of the City shall be subject to disciplinary action up to and including discharge. The only

question that shall be raised in any proceedings, judicial or otherwise, contesting such action, is whether any provision as outlined in Section 4.1 was violated by the employee to be disciplined or discharged. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in strike activities, or other interruptions of work. Any employee discharged in accordance with this Article or applicable provisions of the State of Florida Employees Collective Bargaining Statute shall, if appointed, reappointed, employed or re-employed by the City, serve a six (6) month probationary period following the reappointment or re-employment, and the compensation may in no event exceed that received immediately prior to the time of the violation and the compensation may not be increased for one (1) year.

4.3 In the event of a strike as defined in Section 4.1 the Local President of the CWA, after determining such individuals are CWA members, shall immediately, within twenty-four (24) hours, verbally where possible, and in writing, order such employees to return to work. Copy of such order to be provided to the City within twenty-four (24) hours. This Article is not subject to the arbitration provisions of the Agreement, but shall be enforced by the ordinary processes of law.

ARTICLE 5

MANAGEMENT RIGHTS

5.1 It is the right of the Public Employer to unilaterally determine the purpose of each of its constituent agencies, set standards of services to be offered to the public and exercise control and discretion over its organization and operations.

5.2 Except as otherwise provided herein, the Union recognizes the sole and exclusive rights, powers and authority of the Public Employer further include, but are not limited to, the following: to direct and manage employees of the City; to hire, promote, transfer, schedule, assign and retain employees; to

suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds or other legitimate reasons to maintain the efficiency of its operations, including the right to contract and subcontract existing and future work; to determine the duties to be included in job classifications and the numbers, types and grades of positions or employees assigned to an organizational unit, department or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and property; to establish and require employees to observe all its rules and regulations; to conduct performance evaluations and to determine internal security practices. The employer agrees that, prior to substantial permanent layoff of bargaining unit members, it will discuss such with the Union.

5.3 If, in the sole discretion of the Public Employer, it is determined that civil emergency conditions exist, or are imminent including, but not limited to, riots, civil disorders, severe weather conditions (or similar catastrophes) the scheduling (Article 14.2) and time limit (Article 8) provisions of this Agreement may be suspended in writing by the City Manager or the General Manager for Utilities or those acting directly in their position during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Union President shall be advised as soon as possible of the nature of the emergency. **Both parties recognize that it is in their mutual best interest to communicate prior to a suspension of the Agreement.**

ARTICLE 6

UNION STEWARDS & UNION ACTIVITY

6.1 The Union shall have the right to select employees from those covered by this Agreement to act as Union stewards. A written list of the Union stewards

and their jurisdictions shall be furnished to the Human Resources Director when possible at least forty-eight (48) hours prior to the effective date of their assuming office. The Union shall notify the Human Resources Director promptly of any change(s) of such Union stewards. No Union steward will perform any Union work unless the above has been complied with.

6.2 The CWA representative (non-employee) may, with proper authorization, which will not be unduly withheld, be admitted to the property of the Public Employer. The representative, as designated above, shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on Public Employer property in areas designated by the Public Employer.

6.3 Union stewards and officers (except for the Union President and Secretary-Treasurer) must be employees in the bargaining unit who have satisfactorily completed their probationary period.

6.4 The Union recognizes that Union stewards and officers are not entitled to any special benefits, except as provided for in Article 34.4A, or treatment because of their roles as stewards or officers, nor shall stewards and officers be discriminated against for proper and legitimate Union activity in which they engage.

6.5 While on medical leave of absence without pay, sick leave, PCLB, unscheduled PTO, or while receiving workers' compensation payments, employees shall not function as Union officers or stewards.

6.6 The investigation, handling, or adjustment of grievances shall, insofar as is practical, be conducted by employees and/or Union stewards or a Union officer during non-working hours. Union officers and Union stewards shall not exceed twenty (20) in number to cover both the non-supervisory and supervisory labor agreements. If grievance matters must be attended to during regular working hours, it will be done so as to cause a minimum of interference with production or services. Bargaining unit employees who are stewards or Union officers will be paid for time spent on such grievances up

to a maximum of five (5) non-accumulative or transferable hours per scheduled week per Union officer or steward. It is acknowledged that the steward or Union officer must advise the appropriate management representative of the requirement and secure permission before conducting such investigation. Permission may be given verbally, provided that said verbal authorization insures adequate control of time spent on grievance handling; otherwise written permission shall be required. If written permission becomes necessary, the City will provide a form which will be used for this purpose. Upon returning to his/her work assignment, the steward or Union officer shall report to the appropriate management representative unless prior consent not to do so has been secured. Union stewards or Union officers shall not investigate, present, or adjust grievances on overtime. The President or his/her designee shall be granted a union leave of absence to attend City Commission meetings which directly affect the bargaining unit, subject to Article 23.13.

6.7 Union stewards shall investigate and settle grievances only on the job site or activity which is within their jurisdictions. The following protocol will be adhered to in the investigating/settling of grievances.

A. Informal & 1st Step:

Employees must use the Union Steward that has jurisdiction over the affected employee's area; if one is not available, see Section 6.8.

There shall only be one steward of the Union allowed to leave his/her work station and/or work site to conduct Union business (e.g., grievances, discipline meetings, meeting with management, etc.)

B. 2nd Step and 3rd step:

The steward who handled the informal and 1st step response may attend. In addition, the Union president or designee may be present.

6.8 If it becomes necessary for a Union steward to enter an area jurisdiction other than his/her own for the purpose of conducting Union business authorized by this Agreement, he/she must secure permission from the

affected employee's Manager or his/her designee for his/her presence and notify the Manager or designee of the general nature of the business. Said permission shall not be unreasonably withheld.

6.9 Solicitation of any and all kinds by the Union, including but not limited to, the solicitation of membership, grievances and the collection of Union monies, shall not be engaged in during working hours. It is not the intent of the above to restrict or preclude any steward from answering legitimate questions from any members of the bargaining unit concerning Union activity.

6.10 The Union shall not distribute literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employees' lunch in such areas not exclusively devoted to the performance of the employees' official duties.

6.11 The Union shall not distribute on City property any materials that reflect on the integrity or motives of any individual, agency, or activity of the City government or other labor organizations. This shall not restrict the Union from having the same privilege as any citizen, nor shall the City distribute any material that reflects on the integrity or motive of any individual, agency or activity of the Union.

6.12 The City will distribute to new employees, during new employee orientation, information which has been agreed to by the Union and the City.

ARTICLE 7

DRUG-FREE WORKPLACE

7.1 The City and the Union recognize that substance abuse in the workplace exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship

skills. The City and the Union share a commitment to solve this problem and to create and maintain a drug-free work place. The parties have agreed that the procedures outlined in the Federal Department of Transportation Drug Testing Programs for Pipeline Facilities in accordance with Research and Special Projects Administration (RSPA) and employees with Commercial Drivers Licenses (CDL), both of which include random testing, must be followed. In addition, the CWA 3170 Drug-Free Workplace Program, which does not include random testing, must also be followed. (See Addendum A.)

ARTICLE 8

GRIEVANCE PROCEDURE

8.1 The Union, or any employee whose classification is represented by CWA Local 3170, may file a grievance concerning the meaning, application, and/or interpretation of the specific Articles of this Agreement and any disciplinary action as defined in Article 10.3 of the Agreement, when a question of "just cause" exists resulting from the application of City or departmental rules and regulations. Any grievance filed shall adequately set forth the facts pertaining to the alleged violation and shall be processed in accordance with the following rules:

8.2 Informal Step

Prior to filing a written grievance, the affected employee, with or without union representation, shall, within seven (7) days [see 8.3 (D)], meet with the appropriate supervisor and manager to discuss his/her complaint or potential grievance in an effort to resolve the complaint. This informal step is for the affected employee to fully explain his/her complaint, present the facts, state his/her contentions and clear up any possible misunderstandings in an effort to informally resolve the complaint. The informal resolution may be bypassed, and the affected employee or the Union, at the affected employee's request, is allowed to file a Step 1 grievance if discipline resulting

in suspension without pay has already been imposed. If the appropriate supervisor or manager has not responded within seven (7) days from the date of this initial meeting or the decision reached is not acceptable, the affected employee has seven (7) days, from receipt of response, or due date of response if not received, to file a written grievance in accordance with Step 1.

8.3 Rules for Grievance Processing:

It is agreed:

- (A) A grievance must be brought forward to the informal step within seven (7) days after the occurrence of the event giving rise to the grievance or within seven (7) days after the employee, through use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance or within seven (7) days after the manager's response.
- (B) Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- (C) A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Public Employer's representative to answer within the time limit set forth in any step will entitle the employee to proceed to the next step.
- (D) In computing time limits under this Article, City designated holidays shall not be counted except where it is specified by calendar days.
- (E) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to seven (7) days prior to the date of the informal meeting. Remedies or corrective actions shall not require the employer to violate this Agreement.
- (F) When a grievance is reduced to writing, there shall be set forth in the space provided on the grievance form provided by the Public

Employer all of the following:

1. A complete statement of the grievance and facts upon which it is based;
2. The article, or articles, and the specific section, or sections, of articles within this Agreement the employee claims to have been violated and a statement which completely explains the manner in which the section(s) and/or article(s) have been violated;
3. A clear description of the remedy or corrective action requested.
4. The signature of the grievant or grievants and the date submitted;
5. The date and time of the alleged events which gave rise to the grievance.

(G) An employee, upon request, shall be entitled to Union representation in accordance with the provisions of this Agreement at each and every step of the grievance procedure set forth in this Agreement.

(H) Any grievance may be returned to the grievant for failure to meet the technical requirements as outlined in section F of this article. The grievant shall have seven (7) days to resubmit the grievance.

Step 1: An employee who has personally signed a grievance may, with or without Union representation, submit it in writing to the Division Head. The Division Head, or his/her representative, shall hold a meeting and give a written response to the employee within seven (7) days after receipt of the written grievance. The aggrieved employee, upon his/her request, may be accompanied at this meeting by the appropriate Union representative.

Step 2: If the grievance is not settled at Step 1, the aggrieved employee or the President of Local No. 3170 may

submit a written appeal to the Department Head within seven (7) days after the Step 1 answer was due. This written appeal shall be signed by the aggrieved employee. The Department Head, or his/her representative, shall, within seven (7) days after the receipt of the written appeal, answer the appeal in writing or request a meeting with the employee and/or a Union representative. Such meeting shall be held if requested by either party. If such a meeting is held, a written response shall be given to the employee and the Union within seven (7) days of the meeting.

Step 3. If the appeal is not settled at Step 2, the aggrieved employee or the President of Local No. 3170 may submit a written appeal to the City Manager, General Manager for Utilities, or his/her respective designees, within seven (7) days after the Step 2 answer was due. This written appeal shall be signed by the aggrieved employee and Union President. Grievances originating in General Government shall be submitted to the City Manager. Grievances originating in Utilities shall be submitted to the General Manager for Utilities. The City Manager, General Manager for Utilities, or his/her respective, designees shall, within seven (7) days of receipt of the written grievance, answer the grievance in writing or request a meeting with the employee and/or a Union representative. Such meeting shall be held if requested by the Union President. If such a meeting is held, a written response will be given to the employee and the Union within seven (7) days of the meeting.

8.4 If the grievance is not settled in accordance with the foregoing procedure, the

Union may request arbitration by serving written notice of intent to appeal with the Human Resources Director within twenty (20) calendar days after receipt of the City's response in Step 3. The written notice shall state the facts of the case and list the article(s) and the section(s) of such article(s) of this contract alleged to have been violated. If the grievance is not appealed to arbitration within said twenty (20) calendar days, the City's Step 3 answer shall be final and binding.

8.5 Within fifteen (15) calendar days from receipt of the request for arbitration, the Union shall complete a "Request For Arbitration Panel Form" and submit it to the Human Resources Director who shall sign and submit to the Federal Mediation and Conciliation Service. The panel shall be for seven (7) arbitrators; unless the parties can mutually agree on an arbitrator to hear the grievance. This panel shall consist of arbitrators residing in Florida unless the parties agree otherwise. If the Union does not submit a "Request For Arbitration Panel Form" to the Human Resources Director within said fifteen (15) calendar days, the answer at the previous step shall be binding. Both the Human Resources Director and the Union shall have the right to strike two (2) names from the panel. Within fifteen calendar (15) days after receipt of the list, the Union shall notify the Human Resources Director in writing requesting a date and time to meet and alternately cross out names on the list. Failure of the Union to notify the Human Resources Director in writing within the fifteen (15) days of receipt of the list shall result in the City's Step 3 answer being final and binding. In all cases the party requesting arbitration shall cross out the first name. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection within five (5) days by a joint letter from the City and the Union requesting that he/she set a time and place, subject to the availability of the City and Union representatives. A copy of this article shall be included.

8.6 The arbitration shall be conducted under the rules set forth in this Agreement and not under the Rules of the FMCS. The arbitrator shall have no authority

to modify, amend, ignore, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

The arbitrator shall consider and decide only the specific issue(s) submitted to him/her in writing by the City and the Union and shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to the arbitration, which is not a grievance as defined in Section 8.1, or which is not specifically covered by this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question which is presented to him/her, which question must be actual and existing. The arbitrator shall submit in writing his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation. Consistent with this section, the decision of the arbitrator shall be final and binding.

8.7 The expense of arbitration, including the compensation expenses of the arbitrator, shall be shared equally by the City and the Union.

8.8 Each party shall be responsible for the expense or expenses of any witness or witnesses it calls.

8.9 The cost of any transcript shall be borne solely by the party requesting it; except when the other party requests a copy, in which case the cost will be split.

8.10 The City shall notify the Union President of all grievances filed by bargaining unit employees, and shall be advised as to disposition of the grievances in writing. The Union President, or his/her designee, shall be notified as to the time and place of grievance meetings.

8.11 If grievance material is contained in an employee's file, it shall be complete and fairly reflect the entire record on the matter or grievance at issue.

ARTICLE 9

NON-DISCRIMINATION

9.1 Employees of the City shall have the right to form, join, and participate in, or to refrain from forming, joining or participating in any employee organization of their own choosing. No employee shall be intimidated, restrained, coerced or discriminated against by either the City or the Union because of the exercise of these rights.

9.2 The City and the Union shall apply the provisions of this Agreement equally to all employees without discrimination because of age, sex, race, color, religion, national origin, political affiliation, disability, marital status, sexual orientation or membership or non-membership in the Union as required by applicable federal or state law; including any obligations to reasonably accommodate a disability under the ADA. Any grievances concerning this paragraph shall be handled in the grievance procedure only through the third step and shall not be processed through arbitration.

ARTICLE 10

DISCHARGE AND DISCIPLINE

10.1 A regular employee may be disciplined or discharged only for just cause and in a fair, impartial and consistent manner as established by the City. It is understood by the parties that employees are subject to all Rules and Regulations of the City.

10.2 Any official written reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested to sign the statement; however, signature does not necessarily imply agreement. If the employee refuses to sign, this refusal shall be noted and placed in the employee's personnel file. The employee shall have the opportunity to respond to the reprimand in writing. Whenever possible, the City will make every effort to reprimand an employee (whether verbal or written) in a private

manner so as to avoid embarrassing the employee.

10.3 Disciplinary action involving discharge, demotion and suspension with loss of pay are subject to the grievance provisions of this Agreement. Written instructions and cautionings are subject to the grievance provisions of this Agreement. Written or verbal warnings are not grievable. Such warnings are not to be considered a "first offense" under City Personnel Policies and Procedures, Policy # 19, however, such warnings may be used as a basis to substantiate future disciplinary action under Policy #19.

10.4 Any discharged employee who has completed his/her probationary period shall have the right to appeal said discharge directly to the third step of the grievance procedure provided such appeal is made within five (5) days from the effective date of such action, computed in accordance with Section 8.3 (D).

10.5 The discharge, discipline, demotion, layoff or suspension of probationary employees on initial hire or rehire shall not be subject to the grievance procedure of this Agreement.

10.6 In imposing disciplinary measures by incremental steps based on successive deficiencies in employee performance on a current charge, the Department Head will not take into consideration prior infractions of the same rule which occurred more than eighteen (18) months previously, except in safety violations substantiated by Personnel Policies and Procedures, Policy Number 19, and discharge cases in which the overall disciplinary record of the employee may be taken into consideration.

10.7 An employee, upon request, shall be entitled to Union representation at disciplinary interviews or conferences in accordance with law.

ARTICLE 11

DESIGNATED LEAVE SYSTEM (Old System)

VACATIONS

11.1 Effective the first full pay period next following October 1, 2000, Regular and

and probationary full-time employees hired prior to 10/01/00 who are covered by this Agreement and have not elected the Paid Time Off (PTO) option shall accrue vacation (annual leave) based on their leave progression date and shall be limited to the following schedule:

<u>Years Of Continuous Service</u>	<u>Rate of Accrual Per Pay Period</u>
1 to 5 years (1 mo. thru 59 mos.)	3 Hrs. 42 Mins.
5 to 10 years (60 mos. thru 119 mos.)	4 Hrs. 19 Mins.
10 to 15 years (120 mos. thru 179 mos.)	5 Hrs. 14 Mins.
15 to 20 years (180 mos. thru 239 mos.)	5 Hrs. 51 Mins.
20 years to 25 years (240 mos. thru 299 mos.)	7 Hrs. 5 Mins.
25 years or more (300 mos. or more)	7 Hrs. 24 Mins.

Regular part-time employees shall earn annual leave in the proportion that their workweek bears to a full-time workweek. A part-time employee whose average workweek over a four (4) week period is greater or less than their normal scheduled workweek shall have their accrual rate changed to reflect the higher or lower average workweek until it returns to normal.

11.2 The maximum number of vacation (annual leave) hours that employees covered by this Agreement are allowed to have, as of the anniversary of their adjusted service date (leave progression date) (or date of regular employment with the City, whichever is later), are as follows:

<u>Years of Continuous Service</u>	<u>Maximum Hours</u>
1 to 5 years (1 mo. thru 59 mos.)	160

5 to 10 years (60 mos. thru 119 mos.)	192
10 to 20 years (120 mos. thru 239 mos.)	240
20 or more years (240 mos. or more)	240

Employees with vacation (annual leave) balances above the maximum allowed as of the anniversary of their adjusted service date (leave progression date) (or date of regular employment with the City, whichever is later) shall have their balances reduced to the maximum allowed during the pay period in which the anniversary of their adjusted service date (leave progression date) (or date of regular employment, whichever is later) occurs. Any sick leave incentive time awarded will be added to the vacation (annual leave) balance after the maximum hours have been adjusted.

11.3 Vacation (annual leave) shall continue to accrue during periods of absence in which the employee is in pay status.

11.4 A. In general, the City policy for use of vacation (annual leave) will be in quantities of not less than one hour, except as otherwise provided in the Family and Medical Leave Act (FMLA). Vacation (annual leave) must begin or end at the start or close of the shift or work schedule unless an emergency arises. Department approval of scheduled leave will not be unreasonably withheld provided operational needs can be met, as determined by the City.

B. Each Department may establish written guidelines, based on job function, for the minimum increment of leave and the time of leave use during the shift which are more flexible than those stated in Section 11.4 (A) if operational needs so permit. The Department may amend these written guidelines at any time if operational needs so require, as long as they do not exceed the requirements in Section 11.4(A).

C. Paid vacation (annual leave) may not be taken during the initial probationary period of employment or re-employment. After this initial probationary period, vacation (annual leave) may be taken with Department Head or designee approval.

11.5 Should a holiday occur during an employee's vacation, that day shall be charged as a holiday.

11.6 Employees shall not be paid for vacation (annual leave) accrued in lieu of taking a vacation. The only time employees may be paid for accrued vacation (annual leave) is upon termination or upon entry to the DROP.

11.7 Vacation (annual leave) shall not be granted in advance of being earned. If an employee has insufficient vacation (annual leave) credit to cover vacation (annual leave), the employee shall be in a no pay status.

11.8 Employees who are transferred from one department to another shall have their vacation (annual leave) credits transferred with them.

11.9 Upon termination of employment, the employee shall be entitled to compensation for any earned but unused vacation (annual leave) to his/her credit at the time of termination at the employee's current straight time rate of pay. This does not apply to employees on their initial probation. The employee's official termination date shall be the last day of active employment, and shall not be extended due to payment for unused vacation (annual leave) time.

11.10 If an employee is called back to work during his/her vacation (annual leave) period, the employee shall be allowed to reschedule with special consideration any vacation (annual leave) time lost as a result of the call back.

11.11 In the event of the death of an employee, all compensation due to the employee as of the effective date of death shall be paid to the beneficiary, surviving spouse, or to the estate of the employee as determined by law or by executed forms in his/her personnel folder.

SICK LEAVE

11.12 Regular and probationary full-time employees hired prior to 10/1/00 who are covered by this Agreement and have not elected the Paid Time Off (PTO) option shall accrue sick leave based on their leave progression date and shall be limited to the following schedule:

A. Employees earn sick leave at the rate of 1 Hr. 51 Mins. per pay period until their second anniversary. After two (2) years of service, employees will earn sick leave at the rate of 2 Hrs. 47 Mins. per pay period and after four (4) years of service at the rate of 3 Hrs. 42 Mins. per pay period.

B. Regular part-time employees shall earn sick leave in the proportion that their workweek bears to a full-time workweek. A part-time employee whose average workweek over a four (4) week period is greater or less than their normal scheduled workweek shall have their accrual rate changed to reflect either their higher or lower average workweek until it returns to normal.

11.13 Sick leave will be granted upon approval of the Department Head, or his/her designee, for the following reasons:

A. For absence due to personal illness, injury or temporary disability. (Doctor's statement is required for temporary disability indicating approximate length of absence due to disability).

B. For personal medical and dental appointments.

C. For absence due to a compensable injury arising out of the course of City employment (employee may request the Department Head, or his/her designee, to allow him/her to remain on full pay for the period which can be covered by sick leave balance when prorated with the amount being paid by Workers' Compensation).

D. An employee may use up to a maximum of 480 hours of the employee's accrued sick leave when an employee is needed to care for illness of a member of the employee's immediate family (defined as spouse, certified domestic partner, dependent child[ren], mother

or father) living in the same domicile, who is ill or injured, in the year between their leave progression dates. For the purpose of this article, dependent children are defined as the employee's unmarried, natural, adopted, or step-child(ren), or a child for whom the employee has been appointed legal guardian or legal custodian, or the natural or adopted child(ren) of the employee's current certified domestic partner, who are under the age of 19; or if over the age of 19 meet the criteria for dependency as defined in the City's health insurance policy; or who are handicapped children as defined in said policy and ~~are dependent upon the employee for over half of his/her support.~~ Management may require confirmation of the relationship or of the illness or injury from the employee by furnishing a doctor's certificate or birth certificate, or any other means deemed appropriate.

11.14 All employees are required to notify the designated supervisor on duty as early as possible; in the case of non-shift employees, no later than the starting of his/her scheduled workday, and in the case of shift employees, no later than sixty (60) minutes prior to the starting of his/her scheduled workday, when he/she is unable to report for work because of illness or injury, giving the reason for absence. Employees failing to comply with this provision shall not be allowed to charge their absence to sick leave unless waived by the Department Head. All shift employees will notify the designated supervisor at least nine (9) hours in advance of their intent to return to work following absence due to illness or injury of more than two (2) days. Sick leave will not be granted for any sickness, injury or disability arising from a felonious act on the part of the employee. Sick leave will be charged only against the employee's regular workday and shall not be charged for absences on overtime or stand-by time. It shall be the mutual obligation of the City and the Union to cooperate with each other to prevent abuse of sick leave.

11.15

- A. An employee absent for three (3) or more consecutive workdays shall be required to report to Employee Health Services prior to returning to work to verify that the employee is fit to work. An employee shall remain in sick leave status until he/she is released by Employee Health Services and reports to his/her work site. This provision may be waived temporarily by Management for employees returning to work anytime that Employee Health Services is not open, **except in cases of injury in which this provision shall apply.** Such absence shall require a doctor's written statement of diagnosis verifying the employee's illness or injury, which will be turned in to Employee Health Services, or a similar statement from the City's Occupational Health Nurse which will be turned in to the appropriate supervisor, or sick leave will not be allowed.
- B. A doctor's written statement of diagnosis verifying illness or injury of less than three (3) consecutive day(s) shall be required by the City in cases of frequent use of sick leave or when the pattern of sick leave usage indicates potential abuse of sick leave privileges. If this doctor's statement is to be required on a continual basis, the employee shall be so notified, in writing, prior to the imposition of such requirement. The duration of each such requirement shall not exceed one (1) year. A copy of such notice shall be placed in the employee's master personnel file.
- C. The employee may be required by the appropriate Department Head, or his/her designee, to obtain a written statement of diagnosis verifying illness or injury from the City's doctor prior to returning to work. Expenses of obtaining a statement from the City's doctor shall be borne by the City. Expenses of a doctor other than the City's doctor, if any, resulting from verification of illness or injury, shall be the responsibility of the employee.
- D. When a diagnosis and verification of illness or injury is required, the

following shall apply: The doctor's written statement, will be turned in to Employee Health Services before the employee returns to work, which statement shall detail the employee's illness, the treatment made and any restrictions on the employee's ability to perform all the duties normally assigned to the employee's classification. Failure to provide such a statement shall preclude the use of sick leave and the employee returning to work. Excessive absenteeism due to illness and injury may result in discipline being imposed.

E If the appropriate supervisor determines from personal observation that an employee reporting to duty may be too sick to work, he/she may be required to report to the City's doctor or nurse to determine whether the employee is fit to work.

F. In all cases where an employee is required to report to the City's doctor to obtain a written statement of diagnosis verifying illness or injury, the failure by the doctor to substantiate the employee's claim of illness or injury will preclude use of sick leave. In all cases where the employee is required to report to Employee Health Services, failure to do so will preclude the use of sick leave.

11.16 Sick leave may not be charged in increments of less than one (1) hour without prior approval by the Department Head, or his/her designee unless the absence is due to an FMLA qualifying event. Sick leave shall not be granted in advance of being earned. Vacation (annual leave) may be used in lieu of sick leave, however, the employee shall be considered sick and not on vacation and the time used shall be treated as sick leave for all purposes. When an employee has insufficient sick leave credit to cover a period of absence, vacation (annual leave) will be used and, if none is available, the employee shall be in a "no pay" status.

This section pertains to unscheduled absences and is not intended to prevent advance scheduling of vacation (annual leave) as outlined in Article 11, Section 11.4.

11.17 Should a holiday occur during the employee's sickness, the day shall be charged as a holiday.

11.18 Sick leave shall continue to accrue during the periods of absence in which the employee is in pay status.

11.19 Employees who are transferred from one department to another shall have their sick leave credits transferred with them.

11.20 Unused sick leave is forfeited upon termination from the City's service.

11.21 Employees taking sick leave shall be compensated at their straight time hourly rate of pay for the time off work.

11.22 The sick leave incentive award will be given by the City to employees who use little or no sick leave, or vacation (annual leave) in lieu of sick leave, during the period of one (1) year. Eligibility for the incentive award shall be based on:

1. Date of hire or adjusted service date (leave progression date).
2. The amount of sick leave, or vacation (annual leave) in lieu of sick leave, used in the previous year of service that was not FMLA qualified.

11.23 The incentive award will be credited to an employee's accrued vacation (annual leave) and may be used as set forth in Article 11. The incentive award is computed on the following basis for each year of eligibility:

<u>Sick Leave, or Vacation in Lieu of Sick Leave, Used</u>	<u>Work Hours Awarded</u>
2 hrs or less	32
More than 2 thru 10	24
More than 10 thru 20	16
More than 20	None

EMPLOYEE OPTION DAYS

~~41.24 The City agrees to provide sixteen (16) non cumulative employee option hours during the 2000-2001 fiscal year to all employees covered by this Agreement who were hired prior to 10/01/00, have not elected the Paid Time~~

~~Off (PTO) option and have either achieved regular status or who have completed their initial probationary period in a regular position. These hours must be taken during the fiscal year in which the employee became eligible, after he/she attains eligibility, provided the hours selected by the employee have prior Department Head or equivalent approval. Forty eight (48) hours approval in advance may be required depending upon the operational needs and scheduling of the Department. The employee shall not be allowed to work during said hours. Employee option hours pay shall not count for the purpose of overtime or in the computation of overtime.~~

~~11.25- After the award of sixteen optional holiday hours to eligible employees on October 1, 2000, employees will no longer receive separate optional holidays. Beginning the first full pay period next following October 1, 2000, employees will accrue vacation (annual leave) at the increased rates reflected Article 11.1 which include sixteen (16) extra annual hours of vacation (annual leave). All conditions applying to other accrued vacation (annual leave) hours will apply to these hours accrued after October 1, 2000.~~

ARTICLE 12

PAID TIME OFF LEAVE SYSTEM (New System)

12.1 All regular and probationary full-time and part-time employees covered by this agreement hired on or after 10/1/2000 are automatically covered by this article. In addition, any regular or probationary full-time and part-time employee hired prior to 10/1/2000 who made a one-time irrevocable election to select this leave system is also covered by this article rather than Article 11.

12.2 "Paid Time Off" is a single leave bank system that combines earned vacation time (annual leave), earned sick time and optional holidays. This system does not include City-designated holidays; nor does it include any event-based leave which may be additionally authorized based on the occurrence

of specific events.

12.3 Transition Plan for Employees Hired Prior to October 1, 2000:

~~A. Employees hired prior to October 1, 2000 (except employees of Gainesville Police Department Communications center who are hired by Alachua County Sheriff's Department at the time the combined communications center is activated on or about October 1, 2000) will have the option of continuing under the terms of the current applicable contract (hereinafter the "old plan") or moving to the Paid Time Off policy for employees hired after September 30, 2000 (hereinafter the "new plan").~~

~~B. A.~~ An employee hired prior to October 1, 2000 ~~(with exception of 12.3A),~~ may elect at any time to move to the new plan at the beginning of any pay period.

~~C. B.~~ If an employee elects to move to the "new plan", the following conditions will apply:

1. No transfer back to the "old plan" will be permitted.
2. No loss of accrued leave will occur, meaning that all unused accrued sick leave will be transferred to the employee's Personal Critical Leave Bank (PCLB) account and all unused accrued vacation (annual leave) and unused optional holidays will be transferred to the employee's Paid Time Off (PTO) account.
3. At the employee's first anniversary date (leave progression date) after election, he/she will be eligible to select any options available under the "new plan" provided the PCLB requirements are met.
4. The PCLB requirements of the "new plan" will prevail beginning the date of election.

12.4 Annual Accrual Rates:

Years of Service

Rate of Accrual Per Pay Period

0 to 5 years (1 mo. thru 59 mos.)	6 Hrs. 10 Mins.
5 to 10 years (60 mos. thru 119 mos.)	7 Hrs. 42 Mins.
10 to 15 years (120 mos. thru 179 mos.)	8 Hrs. 37 Mins.
15 to 20 years (180 mos. thru 239 mos.)	9 Hrs. 14 Mins.
20 to 25 years (240 mos. thru 299 mos.)	10 Hrs. 28 Mins.
25 years or more (300 mos. or more)	10 Hrs. 47 Mins.

Regular part-time employees shall earn annual leave in the proportion that their workweek bears to a full-time workweek. A part-time employee whose average workweek over a four (4) week period is greater or less than their normal scheduled workweek shall have their accrual rate changed to reflect the higher or lower average workweek until it returns to normal.

12.5 Scheduled Paid Time Off (PTO) may be used for any purpose an eligible employee deems necessary. PTO shall be taken in increments of not less than one (1) hour, except as otherwise provided in the Family and Medical Leave Act (FMLA). Accrued time can be used as soon as it is accrued, but in no event can it be taken prior to actual accrual.

12.6 A. Each Department shall establish and may amend reasonable written guidelines defining scheduled and unscheduled leave, based on job function and according to operational needs. In general, the City policy for use of PTO will be in quantities of not less than one hour, except as otherwise provided in the Family and Medical Leave Act (FMLA). PTO must begin or end at the start or close of the shift or work schedule unless an emergency arises. Department approval of

scheduled leave will not be unreasonably withheld provided operational needs can be met, as determined by the City.

B. Each Department may establish written guidelines for the minimum increment of leave and the time of leave use during the shift which are more flexible than those stated in Section 12.6(A) if operational needs so permit. The Department may amend these written guidelines at any time if operational needs so require, as long as they do not exceed the requirements in Section 12.6(A).

12.7 The first sixteen hours of any absence will be deducted from the employee's PTO leave account except as otherwise provided in Article 22 (Workers' Compensation), or Article 23.9A1 (Leave of Absence With or Without Pay). Absences that do not meet the advance notice requirements of the department will be considered unscheduled leave. If an employee does not have sufficient accrued unused PTO to cover the period of absence, the employee will be put on leave without pay for the first sixteen (16) hours or that portion thereof.

12.8 A. Whenever unscheduled leave is taken, employees will be required to notify their supervisor in accordance with departmental written guidelines. Generally, an employee will be allowed to take up to five (5) occurrences of unscheduled leave in a one-year period. After five (5) occurrences, the department head may require certification of absence for unexpected illness from a doctor or certified health professional.

B. In the interest of keeping a healthy workforce, the employee's supervisor has the right to send an employee, who appears to be ill or who may be a health risk to co-workers, to Employee Health Services (EHS). If EHS determines that the employee should be sent home due to the illness, the time will be considered scheduled PTO leave for the first sixteen (16) hours. For after-hours and weekend shifts, the supervisor shall have the right to send the employee home due to

illness as scheduled leave.

12.9 For purposes of overtime, scheduled PTO leave will be counted as hours worked and PCLB or unscheduled PTO leave will not be counted as hours worked.

12.10 Maximum Accrual (Carryover Cap):

Carryover of accrued PTO is permitted as follows:

Years of Service	Carryover Permitted
0 to 5 years (1 mo. thru 59 mos.)	160 Hours
5 to 10 years (60 mos. thru 119 mos.)	200 Hours
10 to 15 years (120 mos. thru 179 mos.)	224 Hours
15 to 20 years (180 mos. thru 239 mos.)	240 Hours
20 to 25 years (240 mos. thru 299 mos.)	272 Hours
25 years or more (300 mos. or more)	280 Hours

The maximum accrual shall be calculated as of the employee's anniversary date (leave progression date). All hours over the PTO accrual cap must be either used or allocated to the options outlined below at the employee's anniversary date (leave progression date) each year, except that, if an employee has less than 240 hours in a PCLB on his/her anniversary date, (leave progression date) he/she must first deposit the appropriate amount of time in the PCLB to meet the minimum requirement.

12.11 Upon separation from the City, an employee shall be paid for accrued unused PTO leave credits up to the maximum carryover cap as listed above.

Unused PTO leave credits paid at termination shall not be included in the calculation of final average earnings for pension purposes.

12.12 Personal Critical Leave Bank (PCLB): It is recommended that the employee establish a PCLB, on his/her leave progression date, by depositing some number of hours of his/her PTO into the PCLB. The PCLB is used for the seventeenth (17) consecutive hour and beyond of absence due to any injury/illness of the employee or the employee's immediate family (defined as spouse, child[ren], mother, father, or certified domestic partner) requiring the employee to be absent and may require documentation by a certified physician, hospital or Employee Health Services as determined by his/her Manager/designee.

12.13 Employees may use a maximum of 464 hours of PCLB for family-related illness in the year between their leave progression dates. If an employee does not have sufficient PCLB to cover the absences, the employee's time will be charged to PTO prior to entering a "no pay" status.

12.14 Employees in the General Pension Plan may use the balance of their PCLB for pension credit at retirement. No cash payment for unused PCLB hours will be allowed at retirement, resignation or termination.

12.15 There is unlimited accumulation of time in the PCLB.

12.16 An employee may transfer any number of PTO leave hours to a PCLB account on his/her anniversary date (leave progression date) each year.

12.17 A. In addition, provided the employee has accumulated 240 hours in a PCLB at their leave progression date, the employee will be permitted to convert up to forty (40) hours of PTO to cash on his/her anniversary date (leave progression date) to be paid via payroll check. Hours converted to cash will not be included in the pension base nor used for final average earnings calculations.

B. After initially using the conversion to cash option or any portion thereof, the employee may request to convert up to forty (40) additional hours of PTO to cash on a subsequent leave progression date, provided he/she has at least 240 hours in the PCLB at their leave progression date. In addition, the employee must demonstrate

that during the past twelve-month period he/she has put at least 1% of his/her base pay into a City-sponsored deferred compensation account.

C. In order to use the conversion to cash option, the employee must submit a written request to the timekeeper on the form provided at least fourteen (14) calendar days in advance of his/her leave progression date. Failure to do so will result in the revocation of the conversion to cash option for that leave progression year.

12.18 Should an employee have more than the allowable carryover cap on his/her anniversary date (leave progression date) and fail to choose one of the above options, the number of hours over the allowable carryover cap will automatically default into the employee's PCLB. The only option available to an employee who has more than the allowable carryover cap on his/her anniversary date (leave progression date) but less than 240 hours in their PCLB is to deposit excess hours first into the PCLB to meet the 240-hour requirement.

12.19 Donations to other employees: An employee may donate time from accrued PTO leave credits to another employee for whom a leave donation fund has been established in accordance with City policy. This option does not necessarily have to occur at the employee's anniversary date (leave progression date), but rather whenever an eligible leave account is established. No minimum PCLB balance is required for donations of PTO to a leave donation fund.

ARTICLE 13

HOLIDAYS

13.1 The City observes the following paid holidays, but reserves the right to schedule work on these days. Regular and probationary full-time employees covered by this Agreement are entitled to ten (10) paid holidays, eighty (80) hours, listed below. Regular part-time employees shall earn holiday leave in

the proportion that bears to a full-time workweek. A part-time employee whose average workweek over a four (4) week period exceeds their normal scheduled workweek shall have their accrual rate changed to reflect the higher or lower average workweek until it returns to normal.

New Year's Day	Observance Date
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Martin Luther King, Jr.'s Birthday	Observance Date
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Memorial Day	Last Monday in May
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Independence Day	Observance Date
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Labor Day	First Monday in September
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Veterans' Day	Observance Date
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Thanksgiving Day	Fourth Thursday in November
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Day After Thanksgiving	Friday After Thanksgiving
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Christmas Day	Observance Date
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One (1) Additional Holiday	See Section 13.2
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Holidays shall be observed on the observance date as established by the City, except for those divisions whose employees are scheduled to work on a Saturday or Sunday on which the actual holiday falls. They shall observe the actual date. In no event shall an employee be paid for the same holiday more than once.

13.2 During budget preparations, the Human Resources Director and the Local President shall confer in an attempt to determine the one (1) additional holiday for the next fiscal year. In the event the two parties cannot reach agreement, final determination shall be made by the City Manager on or

before September 1st.

13.3 To be eligible for a paid holiday, an employee must be in pay status for a full day on his/her assigned workdays immediately before and after the day on which the holiday is observed.

13.4 Whenever an observed holiday occurs on an employee's scheduled day off and the employee does not work thereon, the employee shall receive for his/her normal workday a straight time hourly rate of pay for the holiday.

13.5 Whenever an employee works on a City designated (i.e., observed) holiday, the following shall apply:

1. All hours worked shall count towards the computation of overtime.
2. The employee shall also receive 0.5 hours of additional compensation at the straight time rate of pay for all hours worked up to a maximum of eight (8) hours worked.
3. The 0.5 hours of additional compensation as defined above shall not be paid in addition to the time and one-half already paid to the employee for unscheduled (Call-Out or Call-In) work on a holiday.

13.6 Failure to report for work on a holiday after having been scheduled to work on such holiday shall be just cause for denial of holiday pay.

13.7 Should a holiday occur during an employee's sickness, the day shall be charged as a holiday.

ARTICLE 14

HOURS OF WORK AND OVERTIME PAYMENT

~~This article is a pilot for the period of October 1, 2000 to September 29, 2001. If by September 29, 2001 the parties have not come to a written agreement to keep or modify this article, then this article shall become void and shall revert back to the language in the October 1, 1999 through September 30, 2000 agreement.~~

14.1 The provisions of this Article are intended to provide a basis for determining

the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee. Departmental management will establish and change the basic workweek and hours of work best suited to meet the needs of the department, provided that any change shall be in compliance with other provisions of this Agreement and shall not be arbitrary and capricious.

- 14.2 A. The workweek shall consist of a period of seven (7) consecutive days. The normal workweek shall consist of forty (40) hours per week. The normal workday may consist of eight (8) or ten (10) or twelve (12) hours of work, exclusive of the lunch period, in a twenty-four (24) hour period, unless otherwise specified herein. The City and the Union recognize that certain types of activities require different treatment as to hours worked, and agree that in those instances, a different shift, including the lunch period, may be allowed.
- B. If there is any change in the scheduled workweek of an employee, such change shall be posted one (1) week in advance, except as otherwise made necessary by an unscheduled event or the absence of an employee. If the new schedule is not posted as stated above, the current schedule shall remain in effect for an additional week.

14.3 Any employee covered under this Agreement shall be required to work overtime if required by management. Management, at its discretion, may excuse an employee from overtime. All authorized and approved work performed by an employee in a classification eligible for overtime, in excess of forty (40) hours in any one workweek, shall be paid at the overtime rate of one and one-half (1½) times the employee's straight time hourly rate of pay.

- 14.4 A. Whenever an employee does not work a full scheduled workweek,

the following overtime guidelines shall apply:

1. Sick leave, injury leave, City designated holidays (unless worked thereon), PCLB, unscheduled PTO and employee option days stand-by pay, call-in or call-out shall not count as hours worked for the purpose of computing overtime.
2. Vacations, scheduled Paid Time Off (PTO) and actual time worked shall count as hours worked for the purpose of computing overtime.
3. However, vacations shall not count as hours worked for the purpose of computing overtime when the entire regularly scheduled workweek is charged as vacation (annual leave) or scheduled Paid Time Off (PTO).

B. Whenever an employee works on a holiday as defined in Article 13 - Holidays, the following shall apply:

1. All hours worked shall count towards the computation of overtime.
2. The employee shall also receive 0.5 hours of additional compensation at the straight time rate of pay for all hours worked up to a maximum of eight (8) hours worked.
3. The 0.5 hours of additional compensation as defined above shall not be paid in addition to the time and one-half already paid to employee for unscheduled (call out or call in) work on a holiday.

14.5 Where **scheduled** overtime work is frequent, opportunity to work scheduled overtime will be distributed as equally as is practicable among employees in the same job classification in the same work section and area, provided the employees are qualified to perform the specific overtime work required. The affected divisions are: Kelly Power Plant, Deerhaven Power Plant, Electric Transmission and Distribution, Electric Metering and Equipment Maintenance, Electric Substations and Relaying, Electric System Control,

Murphree Water Treatment Plant, Kanapaha Water Reclamation Facility, Main Street Advanced Wastewater Treatment Plant, Wastewater Collection, Water Distribution and Traffic Operations.

- Scheduled overtime offered but not worked will be considered as overtime worked in maintaining these records.
- Scheduled overtime hours offered and worked or not worked shall both be accumulated on records available to the Union and employees unless mutually agreed upon by the Union and Department Management.
- Managerial employees, other than in emergencies, shall not be called in on overtime to perform non-managerial functions.

14.6 There shall be no duplication or pyramiding in the computation of overtime, call-out, stand-by pay, or double-time as provided in Section 14.11 and nothing in this Agreement shall be construed to require the payment of overtime more than once for the same hours worked.

14.7 STAND-BY PROCEDURES

Employees on stand-by are required to be in a state of readiness at all times while assigned the stand-by duty. The employee must also be readily reachable by direct communication (e.g., pager, cell phone, regular telephone, etc.) at all times while assigned the stand-by duty.

A. CALL-IN (On Stand-By)

Any employee covered under this Agreement shall be required to perform Call-In duty if required by Management. Management or designee, at its discretion, may excuse an employee from performing Call-In duty. If excused, the employee shall not be entitled to Call-In pay regardless of time call is made or duration of call.

1. Call-In is defined as a situation where the employee is not required to leave his/her residence to perform work duties.

Call-In work duties is defined as calls from the employee's

home to other employees to respond to work, calls from outside agencies & businesses related to emergency work, calls from an authorized Manager/designee about operational needs to solve an operational problem that would otherwise require the employee to come into work. Computer work from home to solve operational problems that would otherwise require the employee to come in to work. Call-In is not telecommunications for clarifications such as but not limited to: locating an item or clarifying what was written in a log, etc.

All requests for Call-In pay shall be submitted on a Call-In form and must be approved by their Manager/designee. Call-In pay shall begin when:

- a. The employee commences the first documented work (e.g., computer sign-on, telecommunications work, etc.) and Call-in shall continue until the employee terminates work (e.g., computer signoff, telecommunications disconnect. etc.).
- b. The employee commences authorized work outside of the eight-hour window (as defined in paragraph 14.7A2) and the work exceeds seven (7) minutes, the event becomes a call-in.
- c. The clock starts at the initiation of the work. If the initial contact results in the employee doing additional work, whether or not the time exceeds the seven (7) minutes, the event becomes a Call-In.

2. Minimum guarantee.

- a. The minimum guarantee for a Call-In applies to any authorized Call-In received within the eight-hour period prior to the start of the normal scheduled work hours regardless of whether or not the employee is

scheduled to work the following day and regardless of the duration of the call.

b. The minimum guarantee for Call-In shall not apply to any call (authorized or not) received greater than eight hours prior to the start of the normal scheduled work hours provided the call is of seven (7) minutes or less duration.

3. Once the minimum guarantee applies, employees may be called in more than one time and all work performed within the duration of this minimum guarantee shall still be considered one call in. Such employee shall receive one and one-half (1-1/2) times his/her straight time rate of pay for all such unscheduled hours that he/she actually works, or the employee shall receive a minimum guarantee of one (1) hour at one and one-half (1-1/2) times employee's straight time rate of pay, whichever is greater.

B. CALL-IN BECOMES CALL-OUT (On Stand-By)

In cases where the employee is not successful in correcting a problem on a Call-In and he/she is required to report to a work site within the first hour and one half (1½) of the documented Call-In contact, his/her status will change to allow for the minimum guarantee as outlined in Section 14.7C2 for Call-Out. Call-Out pay shall begin when the employee commenced the first documented work for the Call-In (e.g., computer sign-on, telecommunications work, etc.) However, pay for travel time shall not exceed thirty (30) minutes; and, shall not count as hours worked for the purpose of computing overtime.

C. CALL-OUT (On Stand-By)

Any employee covered under this Agreement shall be required to serve stand-by duty if required by management. An employee who

is required to be on assigned "stand-by" away from the work location shall receive stand-by pay for each assigned twenty-four (24) hour stand-by period at the following rates of pay:

1. Call-Out pay shall begin whenever the first of the following occurs:

a. The employee gets into a communications-equipped City vehicle and notifies dispatch he/she is in service; OR

b. The employee reaches the work site and reports as authorized; OR

c. In the event a Call-In becomes a Call-Out, (see Article 14.7B).

2. Minimum guarantee.

a. If an employee on active Stand-By is called out, and does report to work, such employee shall receive one and one-half (1-1/2) times his/her straight time rate of pay for all unscheduled hours that he/she actually works while serving Stand-By; or, the employee shall receive a minimum guarantee of two (2) hours at one and one-half (1-1/2) times his/her straight time rate of pay, whichever is greater, in addition to Stand-By pay set forth under Section 14.7(D).

b. Hours compensated for as Call-Out shall not count as hours worked for the purpose of computing overtime as defined in Section 14.4A1.

D. STAND-BY PAY

Mon thru Fri	One (1) hour of pay at the straight time rate of pay;
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Sat and Sun	Two and one-half (2-1/2) hours of pay at the straight time rate of pay;
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City Observed

Holidays Two and one-half (2-1/2) hours of pay at the straight time rate of pay.

Hours compensated for as stand-by pay shall not count as hours worked for the purpose of computing overtime as defined in Section 14.4A1.

14.8 NOT-ON-STANDBY PROCEDURES

A. CALL-IN (NOT on Standby)

Any employee covered under this Agreement shall be required to perform Call-In duty if required by Management. Management or designee, at its discretion, may excuse an employee from performing call-in duty. If the employee requests and is excused by an authorized person, the employee shall not be entitled to call-in pay regardless of the time the call is made or duration of the call.

1. Call-In is defined as a situation where the employee is not required to leave his/her residence to perform work duties.

Call-In pay shall begin when:

- a. The employee commences the first documented work (e.g., computer sign-on, telecommunications work, etc.) and Call-in shall continue until the employee terminates work (e.g., computer signoff, telecommunications disconnect. etc.).
- b. The employee commences an authorized work outside of the eight-hour window (as defined in Section 14.8 A) and the work exceeds seven (7) minutes, the event becomes a call-in.
- c. The clock starts at the initiation of the work. If the initial contact results in the employee doing additional work, whether or not the time exceeds the seven (7) minutes, the event becomes a Call-In.

2. Minimum Guarantee

a. The minimum guarantee for a Call-In applies to any authorized Call-In received within the eight-hour period prior to the start of the normal scheduled work hours regardless of whether or not the employee is scheduled to work the following day and regardless of the duration of the call.

b. The minimum guarantee for Call-In shall not apply to any call (authorized or not) received greater than eight hours prior to the start of the normal scheduled work hours provided the call is of seven (7) minutes or less duration.

3. Once the minimum guarantee applies, employees may be called in more than one time and all work performed within the duration of this minimum guarantee shall still be considered one call in. Such employee shall receive one and one-half (1-1/2) times his/her straight time rate of pay for all such unscheduled hours that he/she actually works, or the employee shall receive a minimum guarantee of (1½) hours at one and one-half (1-1/2) times employee's straight time rate of pay.

B. CALL-IN BECOMES CALL-OUT

In cases where the employee is not successful in correcting a problem on a Call-In and he/she is required to report to a work site within the first hour and one half (1-1/2) of the documented Call-In contact, his/her status will change to allow for the minimum guarantee as outlined in Section 14.8C2 for Call-Out. Call-Out pay shall begin when the employee commenced the first documented work for the Call-In (e.g., computer sign-on, telecommunications work, etc.)

C. Call-Out (not on stand-by):

Any employee covered under this Agreement shall be required to perform call-out duty if required by Management. Management, at its discretion, may excuse an employee from performing call-out duty. The employee shall be entitled to "call-out" pay if he/she is ordered to, and does, report to work prior to his/her scheduled workday, and if such order has been made less than eight (8) hours prior to the time he/she is ordered to report to work. Such employee shall receive one and a half (1-1/2) times his/her straight time rate of pay for all such unscheduled hours that he/she actually works, or the employee shall receive a minimum guarantee of three (3) hours at one and one-half (1-1/2) times his/her straight time rate of pay, whichever is greater. Hours compensated for as call-out shall not count as hours worked for the purpose of computing overtime as defined in Section 14.4A1.

14.09 Upon prior approval of the Department Head or his/her designee, employees within the same job classification working regularly scheduled hours may exchange hours of work (shift for shift) within the same workweek with one another, provided no overtime expense or inconvenience is caused to the City.

14.10 A. Whenever an employee is required to work without having had eight (8) consecutive hours off, such hours worked shall be cumulative, and when the total number of hours worked reaches sixteen (16) hours, any additional hours worked shall be compensated at two (2) times the employee's straight time rate of pay until the employee shall have had eight (8) consecutive hours off.

B. Prior to or after an employee has worked sixteen (16) hours as specified above, the City may, at its option, grant the employee eight (8) consecutive hours off duty.

C. If any of the off-duty hours fall within or overlap into the employee's next regularly scheduled straight time work period, he/she shall be

paid for all such hours off-duty within his/her regular straight time work period at his/her regular straight time rate.

D. Hours compensated at two (2) times the regular straight time rate shall not count as hours worked for the purpose of computing overtime.

E. For the purpose of computing time under this section, the time shall be based on the employee's arrival and departure from the location where the employee is assigned first to report, except as defined in Sections 14.7 and 14.8 .

F. Nothing under this section shall be construed as requiring the City to work an employee at two (2) times his/her straight time rate of pay.

14.11 If operations allow, all employees in the bargaining unit shall be entitled to a ten (10) minute break during the first four (4), five (5) or six (6) hours of their normal workday and a ten (10) minute break during the second four (4), five (5) or six (6) hours of their normal workday (depending upon whether they work an eight (8), ten (10) or twelve (12) hour workday shift). The daily scheduling of such breaks shall be at management's discretion.

14.12 Employees assigned by their Department Head or his/her designee to work out-of-class in a higher paid bargaining unit classification for at least forty (40) hours within the pay period, including holidays, shall be paid for such time at five percent (5%) above their straight time rate of pay, but not to exceed the maximum rate of pay assigned to the higher classification.

ARTICLE 15

MEALS

15.1 The City may provide or reimburse, at the City's discretion, employees for meals when the City requires employees to work unscheduled overtime. Such reimbursement shall occur only under the following circumstances:

1. When employees work before or after the regular workday for longer than two (2) hours, they shall be provided, or

reimbursed for a meal.

2. When employees are called out to work unscheduled overtime and work six (6) or more continuous hours, the City will provide or reimburse the employee for a meal after the sixth hour and after subsequent consecutive six-hour intervals, if the employee continues to work.

3. Unless meals are provided by the City, the reimbursement schedule is as follows:

A) 12:00 AM-08:00 AM - \$5.00 maximum

B) 8:00 AM-4:00 PM - \$8.00 maximum

C) 4:00 PM-12:00 AM - \$13.00 maximum

Receipts shall be required for reimbursement. Whether a meal is to be reimburse at the A, B or C level shall be determined by the time at which an employee is let off to obtain the meal.

4. The City will pay for time taken for meals for non-shift employees only when such time is approved by the Department Head, or his/her designee, who has required such employee to work while eating or return to work immediately after eating.

ARTICLE 16

BEREAVEMENT LEAVE

16.1 In the event of death in an employee's family as defined in Section 16.2, he/she shall be granted bereavement leave with pay by the employee's Department Head for three (3) working days. The employee shall be required to furnish to Management such information as may be requested to properly administer this Article. Leave granted in the event of death of the relative other than those defined in Section 16.2 shall be charged as vacation (annual leave) or PTO.

16.2 ~~For the purpose of this Article, the following relationships shall be considered family: father; mother; foster parent; brother; sister; spouse; certified domestic partner; son; daughter; children of certified domestic partner; current father in law; father of certified domestic partner; current mother in law; mother of certified domestic partner; grandfather; grandmother; grandchild(ren); current step mother; and current step father; current certified domestic partner of employee's natural mother or father; current step children; and foster children of the employee, spouse, or certified domestic partner living who live in the same domicile.~~ For the purposes of this Article, the following relationship shall be considered family: father, mother, foster parent, brother, sister, spouse, current certified domestic partner, current father-in-law, father of current certified domestic partner, current mother-in-law, mother of current certified domestic partner, grandfather, grandmother, grandchild(ren), current stepmother and current stepfather, current certified domestic partner of employee's natural mother or father and children holding the following relationships with the employee, the employee's spouse, or the employee's current certified domestic partner: natural, adopted, or stepchild(ren), or a child for whom the person has been appointed legal guardian or legal custodian.

16.3 Employees taking bereavement leave shall be compensated at their straight time hourly rate of pay for the time off work.

16.4 Regular part-time employees are eligible to receive bereavement leave in the proportion that their workweek bears to a full-time workweek. A part-time employee whose average workweek over a four (4) week period is greater or less than their normal scheduled workweek shall have their accrual rate changed to reflect the higher or lower average workweek until it returns to normal.

16.5 Bereavement leave must be taken within five (5) days of either the death and/or funeral/memorial service.

ARTICLE 17

JURY DUTY AND COURT TIME

17.1 A. Any employee covered by this Agreement who is required to perform jury service during his/her normal working hours in a City, County or Federal court, shall be paid his/her regular straight time hourly rate for the period of such service. Employees receiving a summons for jury duty must notify their immediate supervisor promptly or as soon as possible after receiving such notice. Any employee failing to make such notification will not be paid for the period of said absence. A Request for Leave form must be completed by the employee with a copy of the court summons attached and must be approved by the Department Head or appropriate authority prior to payment for such time off.

B. All jury fees received for services performed during scheduled working hours excluding mileage and meal allowances shall be endorsed and promptly transmitted by the employee to the appropriate supervisor for forwarding to the Finance Department.

17.2 A. Any employee covered by this Agreement who is required to appear in a court of law during his/her normal working hours in response to a legally valid subpoena shall be paid his/her straight time hourly rate for those hours absent from work; provided that either the employee is required to testify on behalf of the City, or, that the City be a party to the case and the employee is required to testify because of conduct arising out of and in the course of his/her employment with the City while actually on duty; and provided further, that in no other case shall employees covered by this Agreement be paid by the City including any case where the Union or the employee is a party to the case directly or as a member of a class. Employees receiving such subpoena must notify their immediate supervisor promptly and submit evidence of such service as a witness.

B. Any witness fee which the employee receives shall be endorsed and promptly transmitted by the employee to the appropriate supervisor for forwarding to the Finance Department.

17.3 A. An employee who is excused from jury duty or from appearance as a witness during his/her normal working hours must report to his/her supervisor to determine if he/she will be required to work the remainder of his/her normal work schedule.

B. Prior to shift, reasonable consideration shall be given to employees for the nature of their work and the distance they must travel when determining if they must report to work prior to jury duty.

17.4 In the event an evening or midnight employee is on jury duty, his or her work schedule shall be altered so as to accommodate the jury duty scheduling.

17.5 Employees who are employed in the Gainesville Police Department who are required to appear as part of their normal work scope for depositions or court appearances shall receive court pay in the following manner:

A. When their court appearance begins while on duty and continues past the end of the normal duty shift, or begins prior to the start of the normal duty shift, they will be permitted to retain witness fees, if any, including travel time, and shall be considered a continuation of normal duty shift.

B. When court appearance begins and ends while off duty, they shall retain the witness fee, if any, and receive overtime pay for court time with a minimum payment of three (3) hours in addition to the witness fee.

C. A telephone deposition of the employee while off duty shall be compensated with one (1) hour of pay.

ARTICLE 18 LONGEVITY PAY

18.1 Rates.

All employees of the City covered by this Agreement and hired prior to March 02, 1992 shall receive longevity pay in addition to their regular base pay in accordance with the following schedule:

All such employees who have been in the regular part-time or regular full-time employ of the City for:

- (1) Five years and not more than ten years - 2% of base pay;
 - (2) Ten years and not more than fifteen years - 3% of base pay;
 - (3) Fifteen years and not more than twenty years - 4% of base pay;
 - (4) Twenty years and not more than twenty-five years - 5% of base pay;
- and,
- (5) In excess of twenty-five years - 6% of base pay.

18.2 Base Pay - Defined.

The base pay of each eligible employee shall be the amount of regular ~~monthly~~ bi-weekly base pay as indicated on the applicable salary schedule effective as of the first full pay period in January and July of each year which such employee is entitled to draw from the City on the first day of January or July of each year, immediately preceding the January or July in which longevity payment is actually made, exclusive of any overtime, longevity, incentive or other type pay.

18.3 Establishment of Eligibility.

Regular part-time and regular full-time employment of employees shall be determined as of the January 1 or July 1 immediately preceding the January or July in which longevity payment is to be made. In order for the employee's time employed to be counted for purpose of calculating his/her years of service for longevity purposes, the employee must have been in the continuous regular full-time or regular part-time employ of the City for the entire period. Employees incurring hours of leave without pay of one (1) normal workday or less within any month shall be considered to be in a continuous regular full-time or regular part-time employ of the City for that month. Employees incurring a leave without pay of greater than one (1)

normal workday within any month shall not be considered to be in continuous regular full-time or regular part-time employ of the City for that month, except as may otherwise be required by the FMLA. In order to receive payment hereunder, the employee must still be in a regular status with the City the month in which the payment is actually made.

18.4 Continuity of Service; Exceptions.

(A) Continuity of service in the City's employ shall not be interrupted because of absence due to compulsory military service or due to voluntary military service in the armed forces of the United States of America in accordance with appropriate contract provisions, and all such time spent in the armed forces of the United States of America shall apply toward accrued service for longevity pay.

(B) Continuity of service in the City's employ shall not be interrupted because of absence when such absence shall have been granted in accordance with the appropriate contract provisions as approved by the City Commission.

None of such time on an approved leave without pay shall apply toward the employee's service credit for determining longevity pay unless the absence was for military leave as provided in subsection (A) above.

~~18.5 (Reserved)~~

18.56 Separation from Service.

In the event any eligible employee dies, retires or is separated from the service of the City for any reason, he/she shall be paid his/her longevity pay from the date of the last payment of longevity pay to him/her, to the end of the month preceding the month in which such person dies, retires or is separated from the service of the City.

18.67 Calculation of Payment.

A. Normal Payments - In General.

1. Such longevity pay shall be paid to each eligible employee in January and July of each year and shall normally cover the six (6) months preceding the month in which payment is made.
2. Longevity pay for each eligible employee shall be calculated by multiplying the base pay of such employee for the month of January or July next preceding the month in which such longevity pay is to be paid by the number of months intervening from the month preceding the month in which longevity pay was last made to and including the month preceding the month in which payment of longevity pay is to be made. The results thus obtained shall then be multiplied by the applicable percentage rate as shown in the schedule in Section 18.1 and the result shall be the amount of longevity pay to be paid.

B. Proration For Discontinuous Service.

In the event an employee's anniversary of his/her adjusted service date (leave progression date) for longevity purposes falls within any six (6) months period for which the employee is being paid under the provisions hereof, then the number of full months service in such period after the said employee's anniversary of his/her adjusted service date (leave progression date) shall be computed at the higher rate indicated above and the remainder of the months shall be calculated at the lower rate indicated above. (Example: If an employee hired out as a regular part-time or regular full-time employee with the City on January 13, 1981, the employee's 20 year anniversary of his/her adjusted service date (leave progression date) would be on January 13, 2001. For the payment in July 2001, the employee would receive payment for January 2001, calculated at the 4% rate, and for February, March, April, May and June 2001, calculated at the 5% rate.) Except as otherwise provided by FMLA;

and Section 18.4.

ARTICLE 19

HOSPITALIZATION AND LIFE INSURANCE

19.1 Premium increases shall be shared equally by the employee and the employer; provided that the employee shall not pay more than twenty percent (20%) of the total premium for Employee only coverage. Part-time employees shall pay bi-weekly for Health Insurance on a three-quarter (3/4) or one-half (1/2) time based upon the budgeted level of their part-time position.

19.2 The City, during the term of this Agreement, will pay one hundred percent (100%) of the premium cost for life insurance.

ARTICLE 20

TUITION REIMBURSEMENT PROGRAM

20.1 ~~General:~~ Introduction

~~It is the intention of this article to provide funds to employees for educational reimbursement. This article is exclusive of City in house training policy of the City to offer a tuition reimbursement program within the limits funded by the City Commission. Such a program provides an employee the opportunity for training and development that may prepare him/her for career advancement.~~

20.2 Tuition Reimbursement Policy:

~~This program is to assist employees with tuition costs from recognized and accredited institutions of higher learning. The City of Gainesville will provide funding to support this program and to assist employees with accredited educational tuition costs. An attempt will be made to distribute above said funds so they will be are available for each school term.~~

The use of these funds will be restricted to tuition and will be limited to

100% tuition reimbursement for no more than 18 credit hours (including lab fees) per employee each fiscal year, but not for books, supplies or other expenses in connection with the course(s) to be taken. The amount of reimbursement will be equal to the actual cost, not to exceed the State of Florida university system credit-hour rate for undergraduate or graduate courses as applicable.

20.3 Eligibility Requirements:

City employees appointed to regular full-time an regular part-time positions who have completed their initial probationary period will be eligible to participate in this program provided they are in a paid status. Regular part-time employees will be eligible for a proportionate share of the tuition reimbursement based on the budgeted hours for his/her position in relationship to a 40-hour workweek.

This policy is exclusive of City in-hours training classes.

The City Manager and General Manager for Utilities are jointly responsible for promulgating the procedures for administration of this program. The procedure is maintained in the Human Resources Department.

~~20.4~~ ~~Conditions for Approval and Payment:~~

~~A. The City will participate in the cost of those courses which provide credits toward college graduation, both correspondence and classroom, which are determined to:~~

- ~~1. Directly relate to the duties of the position held by the employee applying for tuition reimbursement; or,~~
- ~~2. Be a valid course or elective for a degree program as approved by Human Resources; or,~~
- ~~3. Contribute to the career progression of the employee; and~~

4. ~~Be from a recognized and accredited institution.~~

~~B. The City will pay one hundred percent (100%) of the cost of tuition for no more than eighteen (18) credit hours, including lab fees, per employee, per fiscal year, but not for books, supplies or other expenses in connection with the course(s) to be taken. The amount reimbursed shall not exceed the State of Florida rate for graduate or undergraduate courses.~~

~~C. The City will not duplicate tuition reimbursement fees which have been paid by other sources such as scholarships, grants or other subsidies. Non compliance with this procedure may subject an employee to disciplinary actions under Rule 21 of Policy 19. In the event of a partial scholarship or grant, reimbursement will supplement, but not exceed the expense to the employee.~~

~~D. To be eligible for reimbursement, an employee must successfully pass the course and present a certificate to Human Resources so indicating. A passing grade shall be considered a grade of at least a "C" or equivalent.~~

~~20.5 Application Procedure:~~

~~The Tuition Reimbursement application procedure shall be done in accordance with City Policies and Procedures, Policy 21.~~

~~20.6 Method of Payment:~~

~~It shall be the responsibility of the employee to obtain a certificate from the institution indicating the course grades. These grades shall be presented to the Human Resources Department for tuition reimbursement. If conditions for reimbursement have been met, Human Resources will process the request for payment.~~

~~20.7 Required Courses:~~

~~If an employee is required, as part of his/her job, to take either a correspondence course or attend classes, the employee's department shall pay one hundred percent (100%) of the cost of the charges except as~~

provided herein. ~~Payment shall be made at the time the employee enrolls in the program. All required courses shall first be approved by the employee's Department Head or Designee as appropriate.~~

~~20.8~~ ~~Classes on City Time:~~

A. ~~The only time that an employee may be permitted to take approved courses during what would otherwise be their regular work hours, will be when the employee submits a request in writing to the appropriate Department Head or Designee and the employee has received written permission to take the class during what would otherwise be their regular work hours. Once permission has been granted, the employee will charge his/her time using one of the following three options: 1) paid vacation (annual leave) or PTO; 2) leave without pay in accordance with the leave provision; or 3) make up time, if management determines the work environment permits this flexibility. All such arrangements shall be approved in writing, in advance, by the appropriate Department Head or Designee.~~

B. ~~When a situation arises in which more than one employee in a work area has been approved to take a specific required or voluntary class and only one employee may be permitted to leave the work area at a time, the Department Head or Designee will decide which employee will attend.~~

~~20.9~~ ~~General Provisions:~~

A. ~~An employee who receives tuition reimbursement shall be obligated to remain in the employ of the City for one (1) year after receiving the tuition reimbursement. Failure to remain for one (1) year for any reasons, save death or disability, shall obligate the employee to reimburse the City for any payments received within the past twelve (12) months.~~

B. ~~An employee who has completed an approved course and who is on an approved leave of absence at the time tuition reimbursement~~

~~would be paid, will receive upon return to active employment, the amount due.~~

~~C. An employee can not approve his/her own tuition reimbursement request.~~

ARTICLE 21

MISCELLANEOUS EMPLOYEE BENEFITS

21.1 When an employee is required to use his/her personal automobile in the performance of City business, said employee will be reimbursed for operating expenses at the rate provided for in the City's travel policy, exclusive of mileage traveled to and from his/her work location.

21.2 The City, during the term of this Agreement, will continue the tool policy currently in existence in General Government (including the individual agreement form) and in Utilities.

21.3 The City, during the term of this Agreement, will provide annually, at no cost to the employees, a total of four (4) uniforms, made up of components as determined by management, to those employees in departments/divisions and job classifications where management has decided to furnish uniforms. Issued work shirts and pants may only be worn while on official City business or while coming to or going from the work site. Some departments may require that the uniforms remain on the work site. The first uniform order for new employees shall consist of six uniforms. The upkeep and minor maintenance of uniforms shall be the sole responsibility of the employee, except in areas where management has determined it is in the City's best interest to clean furnished uniforms due to expected and regular exposure to health contaminants. It is the intent of management to replace uniforms that have been soiled or damaged beyond repair while on the job. Employees will be responsible for the cost of replacing uniforms soiled or damaged beyond repair by employee's gross negligence or willful and wanton misconduct, or uniforms lost due to the negligence of the employee. Uniforms shall be worn,

if provided, in the manner set forth in published departmental rules and/or regulations. Footwear will be purchased by the employee and worn in the regular performance of the employee's duties in accordance with OSHA Standard 1910.132 where applicable. All employees are required to wear and use personal safety apparel and equipment in the manner such apparel or equipment is designed to be used at all times when performing duties which may expose them to workplace hazards identified in published department rules and/or regulations with any disciplinary action taken as follows:

Immediate supervisors and/or respective managers shall require covered employees to dress in accordance with the standards of these rules and regulations. The employee, however, is ultimately responsible for maintaining compliance with said rules and regulations.

Failure to comply with the provisions of these rules will result in action in accordance with the progressive discipline standards adopted herein.

Violation Type 1.

Reporting to work without the designated uniform, or failing to wear or maintain and care for uniforms in accordance with departmental rules and regulations.

First Offense: Written warning and prohibited to work until deficiency is corrected -- without pay.

Second Offense: Written instruction and cautioning and prohibited to work until deficiency is corrected -- without pay.

Third Offense: Written instruction and cautioning and two (2) days suspension without pay.

Fourth Offense: Written instruction and cautioning and five (5) days suspension without pay.

Fifth Offense: Dismissal.

Violation Type 2:

Failure to wear uniforms and/or personal safety apparel and equipment in accordance with departmental rules and regulations. Offenses shall be considered a violation of Policy 19, Rule 30.

Violation Type 3:

Refusal to maintain and care for uniforms, or refusal to wear uniforms and/or personal safety apparel and equipment in accordance with departmental rules and regulations. Offenses shall be considered a violation of Policy 19, Rule 18.

NOTE: Discipline described above, relating to Type 1, 2, and 3 violations, is not necessarily totally inclusive of discipline contained in applicable departmental rules and regulations. Other violations will be handled in accordance with the applicable labor agreement and City Policy.

21.4

Airport Employees

Lost or stolen keys or ID badges shall be replaced by the employee at cost. The cost of replacement may be payroll deducted from the employee's pay.

ARTICLE 22

WORKERS' COMPENSATION

22.1

Payment of workers' compensation benefits to all employees who are disabled because of an injury arising out of and in the course of performing

their duties with the City will be governed as follows: full workers' compensation benefits as provided in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes.

22.2 Whenever an employee is absent due to a compensable injury, he/she shall receive his/her regular pay for the first fifteen (15) calendar days of such absence. But such payment shall not, when added to workers' compensation benefits, total more than the normal take-home pay (gross base pay minus taxes), received by the employee immediately prior to such absence.

22.3 An employee sustaining a lost-time injury in excess of the time in Article 22.2, may use available sick leave or PCLB. If sick leave and PCLB are exhausted, the employee may use PTO or vacation (annual leave). The request must be made to the Department Head to allow the employee to remain on full pay for the period which can be covered by the sick leave, PCLB, PTO or vacation (annual leave) balance when pro rated with the amount being paid by workers' compensation as set forth in paragraph 1. An employee who has elected the PTO program will not be required to use the first sixteen (16) hours of supplement as PTO, but instead may access the PCLB hours directly. If the employee has no PCLB hours, he/she may access their PTO.

22.4 After employees are authorized to return to rehabilitative duty, they shall receive no further benefits under this article nor shall they be entitled to elect to take sick leave or PCLB in lieu of returning to work.

ARTICLE 23

LEAVE OF ABSENCE WITH OR WITHOUT PAY

GENERAL INFORMATION

23.1 Leaves of absence may be paid or unpaid, depending upon the circumstances of the leave and whether the employee has accrued

applicable paid leave available. Three categories of leaves of absence are described herein.

A. Leaves of absence will be granted for Family and Medical Leave (FMLA) -see Section 23.6.

B. Leaves of absence may be granted for Personal Leave - see Section 23.11.

C. Union Leave may be granted for authorized union activities – see Section 23.13.

23.2 Leave Request Procedure:

Employees are expected to be familiar with and are required to follow the leave procedures as outlined in this Article. Leave requests for less than one (1) full pay period should be requested with a Leave Request Form (LRF).

23.3 Continuity of Service:

Any leave without pay which is approved in accordance with these procedures shall not constitute a break in service, but may result in an adjustment to the employee's leave progression date and the employee's performance review and merit increase (if eligible) date. If the leave is for ninety (90) days or longer, the employee's pension service date will also be affected.

23.4 Expiration of Leave and Reinstatement:

Reinstatement is dependent upon the type of unpaid leave. Refer to the appropriate section for more information.

23.5 Extension of Leave

If an extension of the leave is required, a request for the extension must be submitted in writing at least five (5) days in advance of the leave expiration. Consideration of an extension will be based on the same criteria as the original request. Failure to return to work at the expiration of the leave may result in termination.

23.6 FAMILY AND MEDICAL LEAVE:

In compliance with the Federal Family and Medical Leave Act of 1993, effective August 5, 1993, eligible employees may take a maximum of twelve (12) weeks of family and medical leave in their FMLA leave year. This leave may be paid if applicable leave is available or the leave may be unpaid. The FMLA Leave Year is defined as the twelve- (12) month period measured forward from the employee's leave progression date each year.

FMLA will be granted for:

- A. The birth of a child and care for a child within twelve (12) months following a birth.
- B. The placement of a child with the employee. Leave must be taken within twelve months following placement.
- C. To care for the spouse, child, or parent of the employee who has a "serious health condition".
- D. If the employee is unable to perform his or her own job because of the employee's own serious health condition.

Employees with questions about what illnesses are covered by this section of the policy or under the City's leave policies are encouraged to consult with the Human Resources Department.

23.7 Eligibility:

Employees must have been employed by the City a minimum of twelve (12) months in a regular full-time status position and must have provided at least 1,250 hours of service in the twelve (12) months prior to the qualifying instance. Regular part-time employees must have been employed by the City a minimum of twelve (12) months prior to the qualifying instance and are eligible for and granted leave based upon the proportion their normal work schedule bears to a full-time work schedule over the year prior to the qualifying instance.

1
2 If an absence is related to a medical condition of the employee or a
3 qualifying family member, or the birth, placement or adoption of a child, the
4 City may require an employee to provide a doctor's certification of serious
5 health condition or proof of the birth, placement or adoption.
6 Documentation of relationships or illnesses will be required in a timely
7 manner. Failure to provide required documentation may result in denial of
8 paid leave or other disciplinary action. Medical leave certification will be
9 provided using the Medical Certification Form.

10
11 **23.8 Conditions**

12
13 Leave without pay for one (1) full pay period or more will not be considered
14 time worked for purposes of accruing seniority, longevity, vacation, sick or
15 other employee benefits, including PTO for employees in the new leave
16 system.

17
18 Employees may take Family and Medical Leave in twelve (12) consecutive
19 weeks, may use the leave intermittently (take a day periodically when
20 needed over the year), or under certain circumstances may use the leave
21 to reduce the work week or work-day, resulting in a reduced hour schedule.
22 In all cases, the FMLA-covered leave may not exceed a total of twelve (12)
23 weeks in each twelve- (12) month employee leave year. However, for the
24 birth, placement, or adoption of a child, the City and the employee must
25 mutually agree to the schedule before the employee may take leave
26 intermittently or work a reduced hour schedule.

27
28 The City may temporarily transfer an employee to an available alternative
29 position with equivalent pay and benefits if the employee is qualified for the
30 position and if the alternative position would better accommodate the
31 intermittent or reduced schedule.

1
2 The employee may be required to report periodically on his/her status and
3 intention to return to work.

4
5 If an employee out on regular paid leave seeks to extend that leave under
6 the provisions of the Family Medical Leave Act, the City may classify and
7 apply leave already taken towards the employee's twelve (12) week total
8 upon appropriate information from the employee.

9
10 The employee's position may be filled by a temporary appointment or
11 assignment of another employee. At the expiration of the leave, the
12 employee shall be reinstated in the position vacated.

13
14 Except as provided herein, the employee, upon returning to work from a
15 medical leave, must report to Employee Health Services. The employee
16 may be required to submit a written approval from his/her health care
17 provider stating the employee is approved to return to work. The employee
18 may be required to complete a fitness for duty examination related to the
19 serious health condition for which the employee was absent on FMLA
20 leave.

21
22 While the employee is on FMLA leave, the City will continue the employee's
23 health benefits during the leave period at the same level of benefits and
24 under the same conditions as if the employee had continued to work.
25 Under current City procedures, an employee on paid leave continues to pay
26 the contribution rate via payroll deduction as when an active employee. An
27 employee on unpaid Family and Medical Leave continues to pay the
28 contribution as when an active employee. The employee must continue to
29 make this payment either in person or by mail to the City's Risk
30 Management Department. Payment must be received by the last day of the
31 month prior to each month of coverage. If the payment is more than thirty

(30) days late, the employee's health care coverage may be dropped for the duration of the leave.

If the employee chooses not to return to work for reasons other than a continuation, recurrence, or onset of a serious health condition or for other circumstances beyond the control of the employee, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

23.9 How available paid leave is applied to an FMLA qualifying absence:

A. PTO (new leave system) - for employees hired on or after October 1, 2000, or for employees hired prior to October 1, 2000 who elect the Paid Time Off (PTO) leave plan, as provided in Article 12 of this contract

1. For Employee's Own Illness: The first sixteen (16) hours of each FMLA qualifying absence for the employee's own serious health condition will be charged against the employee's Paid Time Off (PTO) bank. If an employee has more than one qualifying FMLA absence, or is using FMLA leave on an intermittent basis, the maximum number of hours charged to PTO will be 96 hours during that leave year. Any subsequent FMLA qualifying time off during that leave year will be charged against the employee's Personal Critical Leave Bank (PCLB). In the case of an FMLA qualifying absence as a result of a compensable injury, the first 16 hours may be taken as PCLB. If an absence will extend beyond 480 hours in the leave year, the employee must apply for a Personal Leave (Article 23.11).

2. For FMLA qualified absence for the serious health condition(s) of the employee's qualifying family member: The

maximum hours of paid leave shall be 480 hours in the leave year except as may be allowed pursuant to article 23.11. The first sixteen (16) hours of absence(s) will be charged to PTO. If an employee has more than one qualifying FMLA absence, or is using FMLA leave on an intermittent basis, the maximum number of hours charged to PTO will be 96 hours during that leave year. Should the employee have an insufficient PTO balance to cover the first sixteen (16) hours of absence(s), such absence will be approved leave without pay; any subsequent hours of absence shall be charged to the employee's PCLB account. If an absence will extend beyond 480 hours in the leave year, the employee must apply for a Personal Leave (Article 23.11).

3. For the birth, placement or adoption of a child: The maximum hours of paid leave shall be (sixteen)16 hours of PTO and 464 hours of PCLB for a total of 480 hours in the leave year. Should the employee have an insufficient PTO balance to cover the first sixteen (16) hours of absence(s), such absence will be approved leave without pay; any subsequent hours of absence shall be charged to the employee's PCLB account. The maximum hours of paid leave shall be 480 and any approved absence beyond 480 hours in the leave year shall be leave without pay.

B. Old Leave System:

All applicable accrued vacation and sick leave must be exhausted before going into unpaid leave status.

An employee may use up to a maximum of 480 hours of the employee's accrued sick leave in the leave year, for illness of a member of the employee's immediate family (defined as spouse, certified domestic partner, dependent child(ren), mother or father) living in the same domicile in the employees leave year, as defined in Article 11.13.D

Parental Leave:

In instances of parental leave, for the care and custody of the employee's natural or adoptive new born infant, sick leave up to fifty percent (50%) of that available in the pay period prior to the date of birth, or one hundred four (104) hours (whichever is greater) may be taken during the first six (6) weeks following the infant's birth.

Management may require confirmation of the illness, birth, or adoption from the employee by furnishing a doctor's certificate, birth certificate, or any other means deemed appropriate.

23.10.1 FMLA Definitions:

Child: includes a biological, adopted or foster child, stepchild, a legal ward, or a child for whom the employee stands in loco parentis (i.e., in the place of a parent) who is under eighteen (18) years of age; or eighteen (18) years of age or older and incapable of self care because of a mental or physical disability.

Parent: means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a son or daughter.

Serious Health Condition: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves:

- (i) inpatient care at a hospital, hospice, or residential medical care facility, or
- (ii) continuing treatment by a health care provider.

FMLA Leave Year: The twelve- (12) month period measured forward from the employee's leave progression date each year.

23.11 PERSONAL LEAVE

An employee may be granted a Personal Leave for a period of time not to exceed a total of one (1) year, for the following reasons:

- A. Health or family related problems not defined within FMLA Policy, or beyond the time limits of the FMLA.
- B. Education
- C. Military leave not covered under Military Leave Policy
- D. Extenuating personal reasons

23.12 CONDITIONS:

Employees must apply for Personal Leave in writing at least ten working days prior to the beginning of the leave. Personal Leave may be granted and if granted may be paid, unpaid, or a combination of paid and unpaid leave. Prior to being placed on unpaid Personal Leave under this section, employees in the old leave system must first exhaust all accrued vacation and personal leave; employees in the new leave system must first exhaust all applicable, accrued PTO. PCLB hours may be applicable to health or family related problems not defined within FMLA Policy, or beyond the time limits of the FMLA.

Unpaid leave, for one (1) full pay period or more, will not be considered time worked for purposes of accruing seniority, longevity, vacation, sick, or paid time off (PTO).

During an employee's approved Personal Leave, their position may be filled by a temporary appointment, or permanent assignment of another employee. At the expiration of the leave, the employee shall be reinstated to the employee's regular position vacated if it has not been filled permanently during the leave. If the position has been filled, then the employee will be reinstated to another position which is vacant and for which the employee is qualified. The replacement position shall not be at a higher wage rate than the position from which the leave was granted. Refusal of a vacant position offered by the City shall result in the termination of the employee.

The employee shall not accept part-time or full-time employment elsewhere while on leave of absence unless such employment was previously approved and is not conducted during the employee's normal working hours.

To return to work the employee must report to Employee Health Services and the employee may be required to submit a written approval from their health care provider releasing them for work. The employee may be required to complete a health examination.

An employee on unpaid personal leave must contact the City of Gainesville's Risk Management Department to obtain a COBRA Notification Form. The COBRA Notification Form outlines the terms and conditions of the Consolidated Omnibus Budget Reconciliation Act, COBRA rates, when payments are due, and where payments are to be mailed. Payment must be received by the last day of the month prior to each month of coverage. If the payment is more than thirty (30) days late, the employee's health care coverage may be dropped for the duration of the leave.

23.13 Union Leave of Absence.

Employees designated by the Union may be granted a leave of absence upon request of the Union President for Union business. Such leave will be treated as personal leave (PTO, vacation or leave without pay) and permission for such leave may be withheld if operational considerations so require. Such leave shall be considered as time worked for the purpose of seniority accrual and other fringe benefits, provided that such leave does not exceed ten (10) consecutive work days.

ARTICLE 24
MILITARY LEAVE

24.1 Active duty.

The City Manager or the General Manager for Utilities shall grant a regular employee under his/her authority leave for active military service in accordance with applicable law.

24.2 Reserve or Guard Annual Training.

The City shall grant a military leave of absence with pay to any employee called to temporary active or inactive duty for training purposes with the National Guard, or a reserve unit of the United States, or for attending evening or weekend military training which conflicts with his/her work schedule. Time off shall be granted for the purpose of attending the military training for a period not to exceed seventeen (17) working days in any one calendar year.

24.3 Reserve or Guard Active Military Service (not annual training).

The City shall grant a military leave of absence to any employee called to active military service (not annual training) with the National Guard, or a military reserve unit of the United States. For the purpose of active military service (not annual training) the first thirty (30) calendar days of any such leave of absence shall be with full pay from the City.

24.4 Requests for Military Leave.

The employee is required to submit a copy of orders or statement from the appropriate military commander as evidence of such duty to his/her Department Head. The orders or statement must be attached to a Personnel Authorization Form requesting military leave. The request must be sent to the Human Resources Department for processing.

24.5 Military Leave Without Pay

In the event military leave is required in excess of the time allowed in paragraphs 24.2 and 24.3, the employee may be granted additional leave without pay or he/she may elect to use earned vacation (annual leave) or PTO. Vacation (annual leave) and PTO will not be required prior to allowing leave without pay.

ARTICLE 25

JOB VACANCY AND PROBATION

25.1 When vacancies occur they will be posted for City employees internally on City bulletin boards for a minimum of seven (7) consecutive days beginning on a Monday except in cases where Monday is a City-observed holiday. They may also be advertised to the public. Employees in initial probationary status may apply for promotion only when the position is being advertised to the public.

25.2 The following factors may be considered in selecting persons to fill vacant positions.

A. Ability and qualifications to perform their work.

In the review of qualifications, City employees will be reviewed first.

If tests are given, they may be given to all qualified applicants and selection methods will be explained to the candidates at the time of the test. If an eligibility list is established, it will be valid for up to one (1) year ~~or until the list is exhausted.~~

B. Prior work record and any other pertinent job related information.

C. Affirmative Action Plan as adopted by the City Commission.

D. Polygraph of applicants for positions in the Gainesville Police Department.

25.3 Probation.

A. Initial:

All new employees shall be considered probationary employees for six (6) months. The City may, at its discretion, extend any probationary period up to an additional three (3) months. An employee may be discharged without cause at any time during any portion of his/her initial probationary period or extended probationary period.

B. Promotional:

Upon promotion, an employee shall be on probation for six (6) months. An employee removed during the probationary period for failure to perform satisfactorily the duties of the position, shall be returned to the classification held prior to the promotion or to a similar classification.

ARTICLE 26

LAYOFF AND RECALL

26.1 Layoffs:

A. Layoffs shall be accomplished in an orderly, systematic and uniform manner in accordance with established procedures. Charter Officers or those acting directly in their positions may authorize lay off an employee or employees when he/she deems it necessary for reasons of, but not limited to the following: shortage of funds or work, or other material changes in the duties or organization, or for related reasons. Every effort will be made to provide employees with a minimum of ten (10) working days notification prior to layoff.

B. The duties performed by an employee who is laid off may be reassigned to other employees already working who hold positions in

appropriate classes.

C. The affected Charter Officer or his/her designee shall determine the extent of layoffs necessary and identify:

1. The class or classes of positions from which layoffs are to be made.
2. The number of positions in each class to be abolished resulting in layoffs.

D. When it becomes necessary to reduce the number of employees within a division in a department, or if there are no divisions in the department, then within the department, among employees of the same classification, the order of layoff shall be as follows:

Appointment Status

1. Temporary employees.
2. Initial probationary employees.
3. Promotional probationary employees. (Reverts to prior classification without loss of seniority accrued while in such promotional probationary status.)
4. Regular employees.

E. When the need arises for laying off an employee serving a promotional probationary period, such employee shall be returned to a position of the classification from which he/she was promoted or advanced.

F. Layoffs:

If it is necessary to effect a layoff, employees will be laid off in accordance with Paragraph D of this Section. Among employees of the same appointment status in a classification the order of layoffs shall be based on seniority with the least senior employees in the classification in the division being laid off first, provided factors A and B are equal, in Article 25.2.

G. Employees on layoff shall not accrue any employee benefits

whatsoever.

H. Provided, however, and in any event, any action taken under this entire article shall not detract from the City's Affirmative Action Plan.

26.2 Recall:

A. Employees laid off under the provisions of either paragraph D or E in Section 26.1 shall be recalled in the reverse order in which they were laid off.

B. Regular employees laid off shall have precedence for recall to their former classification and department over other applicants for a period of one hundred eighty (180) days.

C. Laid off employees recalled within one hundred eighty (180) days shall have their tenure of service restored. If re-employed after one hundred eighty (180) days, the employee shall be treated as a new employee.

D. The City will offer recall to laid-off employees by certified mail to the last known address on file with the Human Resources Department. If the laid off employee fails to report to the Human Resources Department his/her intentions of returning to work within fourteen (14) calendar days after mailing of said certified notice, tenure of service shall be broken. Any extenuating circumstances may receive consideration by Management and the Human Resources Director.

E. A laid off employee, when offered recall, who is temporarily unable to accept due to documented medical reasons may request a leave of absence without pay not to exceed thirty (30) calendar days.

F. Laid-off employees may apply for any equivalent or lower or higher classification with the City and, if selected within the one hundred eighty (180) day recall period, shall have their tenure of service restored.

ARTICLE 27

LENGTH OF SERVICE

27.1 Length of Service:

An employee shall lose his/her continuous length of service and his/her employment with the City shall be considered terminated for all purposes if:

- A. The employee quits.
- B. The employee is discharged.
- C. The employee who has been laid off fails to report to work within of fourteen (14) calendar days after being recalled by certified letter sent to the last known address as shown on the records of the Human Resources Department. Any extenuating circumstances may receive consideration by Management and the Human Resources Director.
- D. The employee fails to report for work at the termination of a leave of absence.
- E. The employee works on another job while on leave of absence without the City's permission.
- F. The employee is laid off for a period longer than one hundred eighty (180) days.
- G. The employee is absent without leave for three (3) consecutive workdays without notifying his/her supervisor or the Human Resources Department. Such absence shall constitute a voluntary resignation. Any extenuating circumstances shall receive consideration by the Human Resources Director.

ARTICLE 28

LIABILITY

28.1 The City will defend any actions in tort brought against any employee(s) covered by this Agreement as a result of any alleged negligence of said employee(s) arising out of and in the scope of their employment with the City unless such employee(s) acted in bad faith with malicious purpose or in a

manner exhibiting wanton and willful disregard of human rights, safety or property.

28.2 Whenever a City employee is sued for actions taken in the course of duty, the City will provide legal defense through the lawyer supplied by the City or its insurance carrier.

In exceptional cases when a claim for punitive damages has been made, the City will pay reasonable fees for additional counsel selected by the employee and the City when the City Commission has approved the hiring of additional counsel before the contract for hire is made. In no case will the cost of additional legal counsel be paid by the City unless prior approval is given as stated above, and in no case will the City pay punitive damages, if levied.

ARTICLE 29

HEALTH AND SAFETY

29.1 The Public Employer agrees that it will conform to and comply with health and safety regulations as required by federal, state, and local law. The City and the Union will cooperate in the continuing objective of eliminating health and safety hazards.

ARTICLE 30

BULLETIN BOARD

30.1 The Union may, at its own expense, place a bulletin board at mutually agreed upon locations, not to exceed approximately three feet by two feet (3' X 2') in size for the following notices only:

- A. Notices of Union meetings
- B. Notices of Union elections and results
- C. Reports of Union committees
- D. Notices of recreational and social affairs of the Union
- E. Notices by public bodies
- F. Other written material which first has been approved prior to posting

30.2 Prior to posting, copies of all material described in Section 30.1, Section F, shall be signed by an elected officer of Local No. 3170 and submitted to the Human Resources Director or his/her designee for his/her signature. Any materials posted which are not in conformance to this Article may be removed at the discretion of the City.

30.3 No material, notices or announcements shall be posted which contain anything political or controversial, or anything reflecting upon the City, any of its employees, or any labor organization among its employees. No material, notices or announcements which violate the provisions of this Article shall be posted.

ARTICLE 31 WAGES

31.1 General Increase

A. Effective the payroll period ~~next on~~ or after October 1, ~~2000~~ 2001 and subject to ratification by the bargaining unit and by the City Commission, employees covered by this Agreement being paid within the pay range of their appropriate classification, shall have their base rates of pay increased by three percent (3.0%) prospectively provided the Agreement is ratified.

B. Effective the payroll period on or after January 1, 2002, employees covered by this Agreement being paid within the pay range of the appropriate classification, shall have their base rates of pay increased by one-half percent (0.5%).

C. Effective the payroll period on or after January 1, 2002, employees covered by this Agreement being paid within the pay range of their appropriate classification, shall contribute one-half percent (0.5%) to a Retiree Health Savings (RHS) plan.

D. Effective the payroll period on or after January 1, 2003, employees covered by this Agreement being paid within the pay range of the

appropriate classification, shall have their base rates of pay increased by three and one-half percent (3.5%).

31.2 Merit or Performance Increases

A. Merit increases shall be administered in accordance with prior practice, except as provided for in paragraph 31.4.

B. Effective January 1, 2003, all employee evaluation dates shall be changed to a common date of January 1. Employees who are eligible for merit increase between October 1 and December 31, 2002 shall be pro-rated to January 1, 2003 to ensure no loss of merit pay.

~~B. C.~~ There shall be no merit increases after the expiration date of this Agreement unless and until there is a new agreement in effect providing for such increases.

31.3 Classification Changes

A. Promotion.

When an employee is promoted, his/her salary shall be advanced to a rate in the new pay range which would provide at least a five percent (5.0%) increase in the range from which he/she was promoted except as provided in 31.4. Effective until December 31, 2002, the ~~The~~ effective date of the promotion becomes the employee's new evaluation date. ~~An and an~~ employee's evaluation date shall be the anniversary date of the last salary adjustment.

B. Transfer.

There shall be no immediate change in the salary rate of an employee who is transferred. If an employee is transferred to a position in a class having a higher salary range, such change is deemed a promotion (see 31.3A). If an employee is transferred to a position in a class having a lower salary range, such change is deemed a demotion (see 31.3D).

C. Temporary Assignments.

When an employee is assigned to perform work for a position in a job classification with a lower pay grade on a temporary basis, the employee shall not suffer a decrease in pay.

D. Demotion.

When an employee is demoted to a position in a job classification with a lower pay grade, the employee shall be paid within the approved range for the lower paid job classification. The rate of pay shall be set by the Human Resources Director.

E. Audits and Re-allocations.

When a position(s) is reallocated to a lower paid classification as a result of a job audit or re-organization, the affected employee's rate of pay shall be frozen. The employee's pay shall continue at the present rate during the period of incumbency (except in event of general service wide reductions). The employee shall not be entitled to a pay increase until such time as the employee's pay is within the appropriate pay grade for the lower pay classification.

31.4 Progression through Training

A. The parties agree to new Progression through Training Programs and the appropriate terms and conditions associated with such programs provided that said programs are reviewed and approved through the Interest Based Bargaining process as described in Article 34 and codified by agreement between the City and the Union. Employees in the progression through training programs shall receive progression through training increases and may not be eligible for the merit plan in Article 31, Wages, Sec. 31.2, in accordance with the terms of the progression through training program. Merit increases for employees in ~~the~~ any classification of WWW Service Operator Series may be available on a semi-annual basis until ~~September 30, 2004~~ December 31, 2003 or until the City gives a 6-month notice to revert to annual increases.

B. Employees participating in a progression through training program will be given information regarding how the progression works and the penalty, if any, for not progressing in the program. In addition, the employee will be required to sign a statement of receipt and understanding which states he/she has been given this information prior to participating in the program that has penalties for failure to progress.

C. Employees entering a Progression Thru Training Program may not be subject to promotional increases and merits outlined in sections 31.2 and 31.3 respectively. The employee's rate of pay shall be determined by the terms outlined in each program as well as any subsequent increases for progression thru the program. Employees in Progression Thru Training programs shall receive general increases per Article 31.1.

31.5 If the City proposes removal of a classification(s) from the bargaining unit, and where the union disagrees, PERC will decide the issue.

ARTICLE 32

SEVERABILITY

32.1 Should any provision of this Agreement be found to be inoperative, void or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement, it being the intention of the parties that no portion of this Agreement or provision herein shall become inoperative or fail by reason of the invalidity or any other portion or provision.

ARTICLE 33

PENSIONS

33.1 Employees covered by this Agreement shall be covered by the City's General Pension Plan and Disability Plan as set forth by the City of Gainesville's Code

of Ordinances, as amended. Minor changes may be made by the City. Minor changes are defined as changes the net effect of which would not require a current or potential increase in the contribution rate or a benefit decrease.

~~33.2 (Reserve)~~

33.32 The City will give the Union a copy of such minor change(s) at least thirty (30) days prior to the adoption of such change(s).

33.43 A change, or changes, in the Plan, the net effect of which would require a current or potential increase in the contribution rate or a benefit decrease, may be made by the City subject to the Union's right to demand impact bargaining prior to the effective date of such change.

ARTICLE 34
ENTIRE AGREEMENT

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

34.2 The City and the Union, for the duration of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, but may, upon mutual agreement of both, bargain collectively on any subject or matter not known or contemplated by either or both parties at the time that they negotiated this Agreement.

34.3 This Agreement shall be effective on October 1, ~~2000~~ 2001, after ratification by the bargaining unit members of Local No. 3170 and the City Commission

and shall remain in full force and effect up to and including ~~September 30, 2004~~ December 31, 2003.

34.4

A. The parties recognize that it may be in their mutual interest to negotiate modifications to the Agreement during the life of said Agreement. Accordingly, the parties concur that, should the City and the Union agree to negotiate changes to existing Articles, or to include the addition of new Articles(s), the Interest Based Bargaining (IBB) process will continue to be utilized to the extent practicable. When the IBB process is utilized, the intent of the parties shall be to negotiate modifications, (e.g. additions and/or deletions) to the Agreement which achieve mutual gains for the City and the Union. The IBB Team will consist of 5 Union representatives and 5 management representatives, to be trained in the IBB process. Union IBB Team designees who are city employees, shall suffer no lost wages for time to attend IBB meetings. Agreements reached under the IBB process must be reduced to writing and signed off by the IBB Team members and shall be ratified by both parties, except as authorized elsewhere in the Agreement.

B Should either party determine the IBB process would not be practicable, Article 34, Entire Agreement, Section 34.2 shall then be the process utilized. Any modifications resulting from utilizing Article 34.2 shall be ratified by both parties.

34.5

Should either party desire to terminate, change or modify this Agreement or any portion thereof, they shall notify the other party in writing prior to ~~March 1, 2004~~ June 30, 2003. Such notification shall include the titles and sections of the articles the party wishes to renegotiate and all other articles will remain in full force and effect from year to year thereafter.

34.6

Following the sending and receipt of the notice described above, the parties shall follow the procedures contained in the Florida Public Employee Relations Act toward the consummation of a new Agreement.

34.7

~~Between October 1, 2000 and September 30, 2001 _____, 2002 and
January 1, 2003, either party may notify the other in writing of its desire to
reopen this Agreement. Upon such notice being given, the duly authorized
representatives of the parties shall meet for the purpose of negotiation with
respect to said matters.~~

IN WITNESS WHEREOF, the parties hereunto set their hands this 24th day of
September ~~2000~~ 2001.*

THE CITY OF GAINESVILLE,
FLORIDA

COMMUNICATIONS WORKERS
OF AMERICA, INC.,
LOCAL NO. 3170

WAYNE BOWERS
CITY MANAGER

THOMAS E. BOLDUC
CWA PRESIDENT

MICHAEL L. KURTZ
GENERAL MANAGER FOR UTILITIES

JUDY ROBERTSON
CWA REPRESENTATIVE

APPROVED AS TO FORM AND LEGALITY:

CITY ATTORNEY

CITY COMMITTEE

Tom Motes
Glenda Currie
Milton Reid
Karen Johnson
Robert McVay

UNION COMMITTEE

Judy Robertson
Tom Bolduc
Harry Stallings
William Gallmon
Jerry Coughlin

*Date ratified by last party.