

**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

**(SUPERVISORY UNIT)**

**TABLE OF CONTENTS**

**PREAMBLE .....1**

**ARTICLE 1 PURPOSE AND INTENT.....2**

**ARTICLE 2 UNION RECOGNITION .....2**

**ARTICLE 3 UNION SECURITY AND CHECK OFF.....3**

**ARTICLE 4 MANAGEMENT SECURITY.....4**

**ARTICLE 5 MANAGEMENT RIGHTS .....5**

**ARTICLE 6 UNION STEWARDS & UNION ACTIVITY .....6**

**ARTICLE -7 DRUG-FREE WORKPLACE .....9**

**ARTICLE 8 GRIEVANCE PROCEDURE .....10**

**ARTICLE 9 NON-DISCRIMINATION .....16**

**ARTICLE 10 DISCHARGE AND DISCIPLINE .....16**

**ARTICLE 11 DESIGNATED LEAVE SYSTEM (OLD SYSTEM) .....17**

**ARTICLE 12 PAID TIME OFF LEAVE SYSTEM (NEW SYSTEM).....26**

**ARTICLE 13 HOLIDAYS .....32**

**ARTICLE 14 HOURS OF WORK AND OVERTIME PAYMENT.....34**

**ARTICLE 15 MEALS .....44**

**ARTICLE 16 BEREAVEMENT LEAVE .....45**

**ARTICLE 17 JURY DUTY AND COURT TIME .....47**

**ARTICLE 18 LONGEVITY PAY .....48**

**ARTICLE 19 HOSPITALIZATION AND LIFE INSURANCE.....52**

**ARTICLE 20 TUITION REIMBURSEMENT PROGRAM .....52**

**ARTICLE 21 MISCELLANEOUS EMPLOYEE BENEFITS .....56**

**ARTICLE 22 WORKERS' COMPENSATION.....58**

**ARTICLE 23 LEAVE OF ABSENCE WITH OR WITHOUT PAY.....59**

**ARTICLE 24 MILITARY LEAVE.....69**

**ARTICLE -25 JOB VACANCY AND PROBATION .....70**

**ARTICLE 26 LAYOFF AND RECALL.....71**

**ARTICLE 27 LENGTH OF SERVICE.....74**

**ARTICLE 28 LIABILITY.....74**

**ARTICLE 29 HEALTH AND SAFETY.....75**

**ARTICLE 30 BULLETIN BOARD .....75**

**ARTICLE -31 WAGES .....76**

**ARTICLE 32 SEVERABILITY .....79**

**ARTICLE -33 PENSIONS .....79**

**ARTICLE -34 ENTIRE AGREEMENT .....80**

**ADDENDUM A**

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**

1  
2  
3       **THIS AGREEMENT**, entered into this 1<sup>st</sup> day of October ~~2000~~ 2001, between the  
4 City of Gainesville, hereinafter referred to as the "Public Employer" or "City" and the  
5 Communications Workers of America, AFL-CIO, hereinafter referred to as the "Union."

6       **WITNESSETH:**

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

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

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

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

**ARTICLE 1**

**PURPOSE AND INTENT**

- 1  
2
- 3 1.1 The following Agreement between the City and the Union is recorded in  
4 written form to meet the requirements set forth in Chapter 447 of the State  
5 Statutes, specifically Section 447.203(14), which requires the execution of a  
6 written contract with respect to agreements reached.
- 7 1.2 This Agreement is designed to provide for a fair and equitable procedure for  
8 the resolution of contractual differences in accordance with the grievance  
9 procedure specified herein.
- 10 1.3 It is the intent and purpose of this Agreement to set forth herein basic and full  
11 agreement between the parties concerning specified terms and conditions of  
12 employment consistent with the availability of public funds.
- 13

**ARTICLE 2**

**UNION RECOGNITION**

- 14
- 15
- 16 2.1 The City recognizes the Union as the collective bargaining agent of all  
17 probationary, regular full-time, and regular part-time, supervisory employees  
18 of the City in General Government and Gainesville Regional Utilities as  
19 defined by P.E.R.C.
- 20 2.2 The Union recognizes the City Manager and the General Manager for  
21 Utilities or their designated representatives as the sole representatives of the  
22 General Government and the Utilities System of the City of Gainesville,  
23 respectively, for the purpose of collective bargaining. There shall be no  
24 individual arrangements or agreements made covering any part or all of this  
25 Agreement contrary to the terms herein provided.
- 26 2.3 It is further understood and agreed that the President of Local No. 3170 or  
27 his/her designated representative will be the official spokesperson for said  
28 local union in any matter between the Local Union and the Public Employer.
- 29

**ARTICLE 3**

**UNION SECURITY AND CHECK OFF**

1  
2  
3 **3.1** Any and all employees who are eligible for inclusion in the bargaining unit  
4 shall have the right to join or not to join the Union as they individually prefer.  
5 It is agreed that there shall be no discrimination for or against any employee  
6 because of his/her membership in said organization and, likewise, no  
7 employee shall be discriminated against for non-membership in the Union  
8 and neither the Union nor any employee shall attempt to coerce an employee  
9 into joining or continuing in said organization.

10 **3.2** Within thirty (30) days from the effective date of this Agreement and upon  
11 receipt of a stipulated, lawfully executed, written authorization from an  
12 employee covered by this Agreement, the City agrees to deduct on a bi-  
13 weekly basis dues as certified to the Public Employer by the Secretary-  
14 Treasurer of the Communications Workers of America and to remit the  
15 aggregate deductions so authorized together with an itemized statement to  
16 the Secretary-Treasurer. Dues deduction authorization submitted after the  
17 above date will be remitted within thirty (30) days from the date of the  
18 deduction on a monthly basis. Changes in Union membership dues will be  
19 similarly certified to the City in writing and shall be done at least thirty (30)  
20 days prior to the effective date of such change. This dues authorization may  
21 be revoked by the employee upon thirty (30) days written notice to the City  
22 and to the Union.

23 **3.3** No deduction shall be made from the pay of any employee for any payroll  
24 period in which the employee's net earnings for that payroll period, after other  
25 deductions, are less than the amount of dues to be checked off.

26 **3.4** The Union agrees to indemnify, defend and hold the City harmless against  
27 any and all claims, suits, orders, or judgments brought or issued against the  
28 City as a result of any action taken or not taken by the City under the  
29 provisions of this Article.

30 **3.5** It is understood and agreed that the City will furnish the Union a list of

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

3 3.6 In the event that dues check off for an employee is stopped, the City will  
4 provide the Union with a thirty (30) day notice or a copy of an appropriate  
5 form which has caused check off to cease.

6 3.7 The City shall provide a monthly update on employees' status due to  
7 promotion, retirement, termination, and transfer. Such monthly status shall  
8 be provided to the Union President.

9  
10 **ARTICLE 4**

11 **MANAGEMENT SECURITY**

12 4.1 The Union and its members agree they shall have no right to strike. Strike  
13 means the concerted stoppage of work, the concerted absence of employees  
14 from their positions, the concerted failure to report for duty, the concerted  
15 submission of resignation, the concerted abstinence in whole or in part of any  
16 group of employees from the full and faithful performance of their duties of  
17 employment with the City of Gainesville, the Public Employer, for the purpose  
18 of inducing, influencing, condoning or coercing a change in the obligations,  
19 terms or conditions of their employment. The Union and its members further  
20 agree they shall have no right to participate in a deliberate and concerted  
21 course of conduct which adversely affects the services of the employer,  
22 including the failure to work overtime, the concerted failure to report to work  
23 after the expiration of a collective bargaining agreement and picketing in  
24 furtherance of a work stoppage or refusing to cross a picket line. Any  
25 violation of this Section shall subject the violator(s) to the penalties as  
26 provided by law and to the rules and regulations of the Public Employer.

27 4.2 Any employee covered by this Agreement who participates in, is a party  
28 thereto or promotes any of the above actions as outlined in Section 4.1 or  
29 other similar forms of interference with the operations or functions of the City  
30 shall be subject to disciplinary action up to and including discharge. The only

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

13 **4.3** In the event of a strike as defined in Section 4.1 the Local President of the  
14 CWA, after determining such individuals are CWA members, shall  
15 immediately, within twenty-four (24) hours, verbally where possible, and in  
16 writing, order such employees to return to work. Copy of such order to be  
17 provided to the City within twenty-four (24) hours. This Article is not subject  
18 to the arbitration provisions of the Agreement, but shall be enforced by the  
19 ordinary processes of law.

20  
21 **ARTICLE 5**  
22 **MANAGEMENT RIGHTS**

23 **5.1** It is the right of the Public Employer to unilaterally determine the purpose of  
24 each of its constituent agencies, set standards of services to be offered to  
25 the public and exercise control and discretion over its organization and  
26 operations.

27 **5.2** Except as otherwise provided herein, the Union recognizes the sole and  
28 exclusive rights, powers and authority of the Public Employer further include,  
29 but are not limited to, the following: to direct and manage employees of the  
30 City; to hire, promote, transfer, schedule, assign and retain employees; to



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

14 5.3 If, in the sole discretion of the Public Employer, it is determined that civil  
15 emergency conditions exist, or are imminent including, but not limited to,  
16 riots, civil disorders, severe weather conditions (or similar catastrophes) the  
17 scheduling (Article 14.2) and time limit (Article 8) provisions of this  
18 Agreement may be suspended in writing by the City Manager or the  
19 General Manager for Utilities or those acting directly in their position during  
20 the time of the declared emergency, provided that wage rates and  
21 monetary fringe benefits shall not be suspended. Should an emergency  
22 arise, the Union President shall be advised as soon as possible of the  
23 nature of the emergency. **Both parties recognize that it is in their**  
24 **mutual best interest to communicate prior to a suspension of the**  
25 **Agreement.**

## 26 ARTICLE 6

### 27 UNION STEWARDS & UNION ACTIVITY

28  
29 6.1 The Union shall have the right to select employees from those covered by  
30 this Agreement to act as Union stewards. A written list of the Union stewards

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

6 6.2 The CWA representative (non-employee) may, with proper authorization,  
7 which will not be unduly withheld, be admitted to the property of the Public  
8 Employer. The representative, as designated above, shall be able to talk  
9 with employees before or after regular working hours or during lunch hours of  
10 said employees on Public Employer property in areas designated by the  
11 Public Employer.

12 6.3 Union stewards and officers (except for the Union President and Secretary-  
13 Treasurer) must be employees in the bargaining unit who have satisfactorily  
14 completed their probationary period.

15 6.4 The Union recognizes that Union stewards and officers are not entitled to any  
16 special benefits, except as provided for in Article 34.4A, or treatment  
17 because of their roles as stewards or officers, nor shall stewards and officers  
18 be discriminated against for proper and legitimate Union activity in which they  
19 engage.

20 6.5 While on medical leave of absence without pay, sick leave, PCLB,  
21 unscheduled PTO, or while receiving workers' compensation payments,  
22 employees shall not function as Union officers or stewards.

23 6.6 The investigation, handling, or adjustment of grievances shall, insofar as is  
24 practical, be conducted by employees and/or Union stewards or a Union  
25 officer during non-working hours. Union officers and Union stewards shall  
26 not exceed twenty (20) in number to cover both the non-supervisory and  
27 supervisory labor agreements. If grievance matters must be attended to  
28 during regular working hours, it will be done so as to cause a minimum of  
29 interference with production or services. Bargaining unit employees who are  
30 stewards or Union officers will be paid for time spent on such grievances up

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

16 6.7 Union stewards shall investigate and settle grievances only on the job site or  
17 activity which is within their jurisdictions. The following protocol will be  
18 adhered to in the investigating/settling of grievances.

19 A. Informal & 1st Step:

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

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

25 B. 2nd Step and 3rd step:

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

28 6.8 If it becomes necessary for a Union steward to enter an area jurisdiction  
29 other than his/her own for the purpose of conducting Union business  
30 authorized by this Agreement, he/she must secure permission from the

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

4 6.9 Solicitation of any and all kinds by the Union, including but not limited to, the  
5 solicitation of membership, grievances and the collection of Union monies,  
6 shall not be engaged in during working hours. It is not the intent of the above  
7 to restrict or preclude any steward from answering legitimate questions from  
8 any members of the bargaining unit concerning Union activity.

9 6.10 The Union shall not distribute literature during working hours in areas where  
10 the actual work of public employees is performed, such as offices,  
11 warehouses, schools, police stations, fire stations, and any similar public  
12 installations. This section shall not be construed to prohibit the distribution of  
13 literature during the employees' lunch in such areas not exclusively devoted  
14 to the performance of the employees' official duties.

15 6.11 The Union shall not distribute on City property any materials that reflect on  
16 the integrity or motives of any individual, agency, or activity of the City  
17 government or other labor organizations. This shall not restrict the Union  
18 from having the same privilege as any citizen, nor shall the City distribute any  
19 material that reflects on the integrity or motive of any individual, agency or  
20 activity of the Union.

21 6.12 The City will distribute to new employees, during new employee orientation,  
22 information which has been agreed to by the Union and the City.

23  
24 **ARTICLE 7**

25 **DRUG-FREE WORKPLACE**

26 7.1 The City and the Union recognize that substance abuse in the workplace  
27 exacts staggering costs in both human and economic terms. Substance  
28 abuse can be reasonably expected to produce impaired job performance,  
29 lost productivity, absenteeism, accidents, wasted materials, lowered  
30 morale, rising health care costs, and diminished interpersonal relationship

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

10  
11 **ARTICLE 8**

12 **GRIEVANCE PROCEDURE**

13 8.1 The Union, or any employee whose classification is represented by CWA  
14 Local 3170, may file a grievance concerning the meaning, application, and/or  
15 interpretation of the specific Articles of this Agreement and any disciplinary  
16 action as defined in Article 10.3 of the Agreement, when a question of "just  
17 cause" exists resulting from the application of City or departmental rules and  
18 regulations. Any grievance filed shall adequately set forth the facts  
19 pertaining to the alleged violation and shall be processed in accordance with  
20 the following rules:

21 8.2 **Informal Step**

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

1 in suspension without pay has already been imposed. If the appropriate  
2 supervisor or manager has not responded within seven (7) days from the  
3 date of this initial meeting or the decision reached is not acceptable, the  
4 affected employee has seven (7) days, from receipt of response, or due date  
5 of response if not received, to file a written grievance in accordance with Step  
6 1.

7 **8.3 Rules for Grievance Processing:**

8 It is agreed:

9 (A) A grievance must be brought forward to the informal step within seven  
10 (7) days after the occurrence of the event giving rise to the grievance  
11 or within seven (7) days after the employee, through use of  
12 reasonable diligence, should have obtained knowledge of the  
13 occurrence of the event giving rise to the grievance or within seven (7)  
14 days after the manager's response.

15 (B) Time limits at any stage of the grievance procedure may be extended  
16 by written mutual agreement of the parties involved at that step.

17 (C) A grievance not advanced to the higher step within the time limit  
18 provided shall be deemed permanently withdrawn and as having been  
19 settled on the basis of the decision most recently given. Failure on the  
20 part of the Public Employer's representative to answer within the time  
21 limit set forth in any step will entitle the employee to proceed to the  
22 next step.

23 (D) In computing time limits under this Article, City designated holidays  
24 shall not be counted except where it is specified by calendar days.

25 (E) In settlement of any grievance resulting in retroactive adjustment,  
26 such adjustment shall be limited to seven (7) days prior to the date of  
27 the informal meeting. Remedies or corrective actions shall not require  
28 the employer to violate this Agreement.

29 (F) When a grievance is reduced to writing, there shall be set forth in the  
30 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

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

12 Step 3.

13 If the appeal is not settled at Step 2, the aggrieved  
14 employee or the President of Local No. 3170 may  
15 submit a written appeal to the City Manager, General  
16 Manager for Utilities, or his/her respective designees,  
17 within seven (7) days after the Step 2 answer was due.  
18 This written appeal shall be signed by the aggrieved  
19 employee and Union President. Grievances originating  
20 in General Government shall be submitted to the City  
21 Manager. Grievances originating in Utilities shall be  
22 submitted to the General Manager for Utilities. The City  
23 Manager, General Manager for Utilities, or his/her  
24 respective, designees shall, within seven (7) days of  
25 receipt of the written grievance, answer the grievance in  
26 writing or request a meeting with the employee and/or a  
27 Union representative. Such meeting shall be held if  
28 requested by the Union President. If such a meeting is  
29 held, a written response will be given to the employee  
30 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



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

8 **8.5** Within fifteen (15) calendar days from receipt of the request for arbitration,  
9 the Union shall complete a "Request For Arbitration Panel Form" and submit  
10 it to the Human Resources Director who shall sign and submit to the Federal  
11 Mediation and Conciliation Service. The panel shall be for seven (7)  
12 arbitrators; unless the parties can mutually agree on an arbitrator to hear the  
13 grievance. This panel shall consist of arbitrators residing in Florida unless  
14 the parties agree otherwise. If the Union does not submit a "Request For  
15 Arbitration Panel Form" to the Human Resources Director within said fifteen  
16 (15) calendar days, the answer at the previous step shall be binding. Both  
17 the Human Resources Director and the Union shall have the right to strike  
18 two (2) names from the panel. Within fifteen calendar (15) days after receipt  
19 of the list, the Union shall notify the Human Resources Director in writing  
20 requesting a date and time to meet and alternately cross out names on the  
21 list. Failure of the Union to notify the Human Resources Director in writing  
22 within the fifteen (15) days of receipt of the list shall result in the City's Step 3  
23 answer being final and binding. In all cases the party requesting arbitration  
24 shall cross out the first name. The remaining person shall be the arbitrator.  
25 The arbitrator shall be notified of his/her selection within five (5) days by a  
26 joint letter from the City and the Union requesting that he/she set a time and  
27 place, subject to the availability of the City and Union representatives. A  
28 copy of this article shall be included.

29 **8.6** The arbitration shall be conducted under the rules set forth in this Agreement  
30 and not under the Rules of the FMCS. The arbitrator shall have no authority

1 to modify, amend, ignore, add to, subtract from or otherwise alter or  
2 supplement this Agreement or any part thereof or any amendment thereto.  
3 The arbitrator shall consider and decide only the specific issue(s) submitted  
4 to him/her in writing by the City and the Union and shall have no authority to  
5 consider or rule upon any matter which is stated in this Agreement not to be  
6 subject to the arbitration, which is not a grievance as defined in Section 8.1,  
7 or which is not specifically covered by this Agreement. The arbitrator may  
8 not issue declaratory or advisory opinions and shall be confined exclusively  
9 to the question which is presented to him/her, which question must be actual  
10 and existing. The arbitrator shall submit in writing his/her decision within  
11 thirty (30) days following the close of the hearing or the submission of briefs  
12 by the parties, whichever is later, provided that the parties may mutually  
13 agree in writing to extend said limitation. Consistent with this section, the  
14 decision of the arbitrator shall be final and binding.

15 8.7 The expense of arbitration, including the compensation expenses of the  
16 arbitrator, shall be shared equally by the City and the Union.

17 8.8 Each party shall be responsible for the expense or expenses of any witness  
18 or witnesses it calls.

19 8.9 The cost of any transcript shall be borne solely by the party requesting it;  
20 except when the other party requests a copy, in which case the cost will be  
21 split.

22 8.10 The City shall notify the Union President of all grievances filed by bargaining  
23 unit employees, and shall be advised as to disposition of the grievances in  
24 writing. The Union President, or his/her designee, shall be notified as to the  
25 time and place of grievance meetings.

26 8.11 If grievance material is contained in an employee's file, it shall be complete  
27 and fairly reflect the entire record on the matter or grievance at issue.

**ARTICLE 9**

**NON-DISCRIMINATION**

1  
2  
3  
4 9.1 Employees of the City shall have the right to form, join, and participate in, or  
5 to refrain from forming, joining or participating in any employee organization  
6 of their own choosing. No employee shall be intimidated, restrained, coerced  
7 or discriminated against by either the City or the Union because of the  
8 exercise of these rights.

9 9.2 The City and the Union shall apply the provisions of this Agreement equally  
10 to all employees without discrimination because of age, sex, race, color,  
11 religion, national origin, political affiliation, disability, marital status, sexual  
12 orientation or membership or non-membership in the Union as required by  
13 applicable federal or state law; including any obligations to reasonably  
14 accommodate a disability under the ADA. Any grievances concerning this  
15 paragraph shall be handled in the grievance procedure only through the third  
16 step and shall not be processed through arbitration.

**ARTICLE 10**

**DISCHARGE AND DISCIPLINE**

17  
18  
19  
20 10.1 A regular employee may be disciplined or discharged only for just cause and  
21 in a fair, impartial and consistent manner as established by the City. It is  
22 understood by the parties that employees are subject to all Rules and  
23 Regulations of the City.

24 10.2 Any official written reprimand shall be furnished to the employee outlining the  
25 reason for the reprimand. The employee will be requested to sign the  
26 statement; however, signature does not necessarily imply agreement. If the  
27 employee refuses to sign, this refusal shall be noted and placed in the  
28 employee's personnel file. The employee shall have the opportunity to  
29 respond to the reprimand in writing. Whenever possible, the City will make  
30 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

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

1		
2	5 to 10 years	192
3	(60 mos. thru 119 mos.)	
4		
5	10 to 20 years	240
6	(120 mos. thru 239 mos.)	
7		
8	20 or more years	240
9	(240 mos. or more)	
10		

11 Employees with vacation (annual leave) balances above the maximum  
 12 allowed as of the anniversary of their adjusted service date (leave  
 13 progression date) (or date of regular employment with the City, whichever is  
 14 later) shall have their balances reduced to the maximum allowed during the  
 15 pay period in which the anniversary of their adjusted service date (leave  
 16 progression date) (or date of regular employment, whichever is later) occurs.

17 Any sick leave incentive time awarded will be added to the vacation (annual  
 18 leave) balance after the maximum hours have been adjusted.

19 **11.3** Vacation (annual leave) shall continue to accrue during periods of absence in  
 20 which the employee is in pay status.

21 **11.4** A. In general, the City policy for use of vacation (annual leave) will be in  
 22 quantities of not less than one hour, except as otherwise provided in  
 23 the Family and Medical Leave Act (FMLA). Vacation (annual leave)  
 24 must begin or end at the start or close of the shift or work schedule  
 25 unless an emergency arises. Department approval of scheduled  
 26 leave will not be unreasonably withheld provided operational needs  
 27 can be met, as determined by the City.

28 B. Each Department may establish written guidelines, based on job  
 29 function, for the minimum increment of leave and the time of leave use  
 30 during the shift which are more flexible than those stated in Section  
 31 11.4 (A) if operational needs so permit. The Department may amend  
 32 these written guidelines at any time if operational needs so require, as  
 33 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

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

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

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

16 11.13 Sick leave will be granted upon approval of the Department Head, or  
17 his/her designee, for the following reasons:

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

21 B. For personal medical and dental appointments.

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

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



1 or father) living in the same domicile, who is ill or injured, in the year  
2 between their leave progression dates. For the purpose of this  
3 article, dependent children are defined as the employee's unmarried,  
4 natural, adopted, or step-child(ren), or a child for whom the  
5 employee has been appointed legal guardian or legal custodian, or  
6 the natural or adopted child(ren) of the employee's current certified  
7 domestic partner, who are under the age of 19; or if over the age of  
8 19 meet the criteria for dependency as defined in the City's health  
9 insurance policy; or who are handicapped children as defined in said  
10 policy and ~~are dependent upon the employee for over half of his/her~~  
11 ~~support~~. Management may require confirmation of the relationship  
12 or of the illness or injury from the employee by furnishing a doctor's  
13 certificate or birth certificate, or any other means deemed  
14 appropriate.

15 11.14

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

- 1 11.15 A. An employee absent for three (3) or more consecutive workdays  
2 shall be required to report to Employee Health Services prior to  
3 returning to work to verify that the employee is fit to work. An  
4 employee shall remain in sick leave status until he/she is released  
5 by Employee Health Services and reports to his/her work site. This  
6 provision may be waived temporarily by Management for employees  
7 returning to work anytime that Employee Health Services is not  
8 open, **except in cases of injury in which this provision shall**  
9 **apply.** Such absence shall require a doctor's written statement of  
10 diagnosis verifying the employee's illness or injury, which will be  
11 turned in to Employee Health Services, or a similar statement from  
12 the City's Occupational Health Nurse which will be turned in to the  
13 appropriate supervisor, or sick leave will not be allowed.
- 14 B. A doctor's written statement of diagnosis verifying illness or injury of  
15 less than three (3) consecutive day(s) shall be required by the City in  
16 cases of frequent use of sick leave or when the pattern of sick leave  
17 usage indicates potential abuse of sick leave privileges. If this  
18 doctor's statement is to be required on a continual basis, the  
19 employee shall be so notified, in writing, prior to the imposition of  
20 such requirement. The duration of each such requirement shall not  
21 exceed one (1) year. A copy of such notice shall be placed in the  
22 employee's master personnel file.
- 23 C. The employee may be required by the appropriate Department  
24 Head, or his/her designee, to obtain a written statement of diagnosis  
25 verifying illness or injury from the City's doctor prior to returning to  
26 work. Expenses of obtaining a statement from the City's doctor shall  
27 be borne by the City. Expenses of a doctor other than the City's  
28 doctor, if any, resulting from verification of illness or injury, shall be  
29 the responsibility of the employee.
- 30 D. When a diagnosis and verification of illness or injury is required, the

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

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

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

19 11.16 Sick leave may not be charged in increments of less than one (1) hour  
20 without prior approval by the Department Head, or his/her designee unless  
21 the absence is due to an FMLA qualifying event. Sick leave shall not be  
22 granted in advance of being earned. Vacation (annual leave) may be used  
23 in lieu of sick leave, however, the employee shall be considered sick and  
24 not on vacation and the time used shall be treated as sick leave for all  
25 purposes. When an employee has insufficient sick leave credit to cover a  
26 period of absence, vacation (annual leave) will be used and, if none is  
27 available, the employee shall be in a "no pay" status.

28 This section pertains to unscheduled absences and is not intended to  
29 prevent advance scheduling of vacation (annual leave) as outlined in Article  
30 11, Section 11.4.

1 11.17 Should a holiday occur during the employee's sickness, the day shall be  
2 charged as a holiday.

3 11.18 Sick leave shall continue to accrue during the periods of absence in which  
4 the employee is in pay status.

5 11.19 Employees who are transferred from one department to another shall have  
6 their sick leave credits transferred with them.

7 11.20 Unused sick leave is forfeited upon termination from the City's service.

8 11.21 Employees taking sick leave shall be compensated at their straight time  
9 hourly rate of pay for the time off work.

10 11.22 The sick leave incentive award will be given by the City to employees who  
11 use little or no sick leave, or vacation (annual leave) in lieu of sick leave,  
12 during the period of one (1) year. Eligibility for the incentive award shall be  
13 based on:

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

18 11.23 The incentive award will be credited to an employee's accrued vacation  
19 (annual leave) and may be used as set forth in Article 11. The incentive  
20 award is computed on the following basis for each year of eligibility:

21 Sick Leave, or Vacation in	Work Hours
22 <u>Lieu of Sick Leave, Used</u>	<u>Awarded</u>
23 2 hrs or less	32
24 More than 2 thru 10	24
25 More than 10 thru 20	16
26 More than 20	None

27  
28 EMPLOYEE OPTION DAYS

29 ~~11.24 The City agrees to provide sixteen (16) non-cumulative employee option~~  
30 ~~hours during the 2000-2001 fiscal year to all employees covered by this~~  
31 ~~Agreement who were hired prior to 10/01/00, have not elected the Paid Time~~

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

10 ~~11.25-~~

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

## ARTICLE 12

### PAID TIME OFF LEAVE SYSTEM (New System)

20  
21 12.1

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

27 12.2

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

1 of specific events.

2 **12.3 Transition Plan for Employees Hired Prior to October 1, 2000:**

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

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

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

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

29 **12.4 Annual Accrual Rates:**

30 **Years of Service Rate of Accrual Per Pay Period**

1	0 to 5 years	6 Hrs. 10 Mins.
2	(1 mo. thru 59 mos.)	
3		
4	5 to 10 years	7 Hrs. 42 Mins.
5	(60 mos. thru 119 mos.)	
6		
7	10 to 15 years	8 Hrs. 37 Mins.
8	(120 mos. thru 179 mos.)	
9		
10	15 to 20 years	9 Hrs. 14 Mins.
11	(180 mos. thru 239 mos.)	
12		
13	20 to 25 years	10 Hrs. 28 Mins.
14	(240 mos. thru 299 mos.)	
15		
16	25 years or more	10 Hrs. 47 Mins.
17	(300 mos. or more)	

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

23  
24 12.5 Scheduled Paid Time Off (PTO) may be used for any purpose an eligible  
25 employee deems necessary. PTO shall be taken in increments of not less  
26 than one (1) hour, except as otherwise provided in the Family and Medical  
27 Leave Act (FMLA). Accrued time can be used as soon as it is accrued, but in  
28 no event can it be taken prior to actual accrual.

29 12.6 A. Each Department shall establish and may amend reasonable written  
30 guidelines defining scheduled and unscheduled leave, based on job  
31 function and according to operational needs. In general, the City  
32 policy for use of PTO will be in quantities of not less than one hour,  
33 except as otherwise provided in the Family and Medical Leave Act  
34 (FMLA). PTO must begin or end at the start or close of the shift or  
35 work schedule unless an emergency arises. Department approval of

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

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

9 12.7 The first sixteen hours of any absence will be deducted from the employee's  
10 PTO leave account except as otherwise provided in Article 22 (Workers'  
11 Compensation), or Article 23.9A1 (Leave of Absence With or Without Pay).  
12 Absences that do not meet the advance notice requirements of the  
13 department will be considered unscheduled leave. If an employee does not  
14 have sufficient accrued unused PTO to cover the period of absence, the  
15 employee will be put on leave without pay for the first sixteen (16) hours or  
16 that portion thereof.

17 12.8 A. Whenever unscheduled leave is taken, employees will be required to  
18 notify their supervisor in accordance with departmental written  
19 guidelines. Generally, an employee will be allowed to take up to five  
20 (5) occurrences of unscheduled leave in a one-year period. After five  
21 (5) occurrences, the department head may require certification of  
22 absence for unexpected illness from a doctor or certified health  
23 professional.

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



1 illness as scheduled leave.

2 12.9 For purposes of overtime, scheduled PTO leave will be counted as hours  
3 worked and PCLB or unscheduled PTO leave will not be counted as hours  
4 worked.

5 12.10 Maximum Accrual (Carryover Cap):

6 Carryover of accrued PTO is permitted as follows:

7 Years of Service	Carryover Permitted
8 0 to 5 years 9 (1 mo. thru 59 mos.)	160 Hours
10 5 to 10 years 11 (60 mos. thru 119 mos.)	200 Hours
12 10 to 15 years 13 (120 mos. thru 179 mos.)	224 Hours
14 15 to 20 years 15 (180 mos. thru 239 mos.)	240 Hours
16 20 to 25 years 17 (240 mos. thru 299 mos.)	272 Hours
18 25 years or more 19 (300 mos. or more)	280 Hours

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

27 12.11 Upon separation from the City, an employee shall be paid for accrued  
28 unused PTO leave credits up to the maximum carryover cap as listed above.

29 Unused PTO leave credits paid at termination shall not be included in the  
30 calculation of final average earnings for pension purposes.  
31  
32  
33  
34  
35

- 1 12.12 Personal Critical Leave Bank (PCLB): It is recommended that the employee  
2 establish a PCLB, on his/her leave progression date, by depositing some  
3 number of hours of his/her PTO into the PCLB. The PCLB is used for the  
4 seventeenth (17) consecutive hour and beyond of absence due to any  
5 injury/illness of the employee or the employee's immediate family (defined as  
6 spouse, child[ren], mother, father, or certified domestic partner) requiring the  
7 employee to be absent and may require documentation by a certified  
8 physician, hospital or Employee Health Services as determined by his/her  
9 Manager/designee.
- 10 12.13 Employees may use a maximum of 464 hours of PCLB for family-related  
11 illness in the year between their leave progression dates. If an employee  
12 does not have sufficient PCLB to cover the absences, the employee's time  
13 will be charged to PTO prior to entering a "no pay" status.
- 14 12.14 Employees in the General Pension Plan may use the balance of their PCLB  
15 for pension credit at retirement. No cash payment for unused PCLB hours  
16 will be allowed at retirement, resignation or termination.
- 17 12.15 There is unlimited accumulation of time in the PCLB.
- 18 12.16 An employee may transfer any number of PTO leave hours to a PCLB  
19 account on his/her anniversary date (leave progression date) each year.
- 20 12.17 A. In addition, provided the employee has accumulated 240 hours in a  
21 PCLB at their leave progression date, the employee will be permitted  
22 to convert up to forty (40) hours of PTO to cash on his/her anniversary  
23 date (leave progression date) to be paid via payroll check. Hours  
24 converted to cash will not be included in the pension base nor used  
25 for final average earnings calculations.
- 26 B. After initially using the conversion to cash option or any portion  
27 thereof, the employee may request to convert up to forty (40)  
28 additional hours of PTO to cash on a subsequent leave progression  
29 date, provided he/she has at least 240 hours in the PCLB at their  
30 leave progression date. In addition, the employee must demonstrate

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

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

9 **12.18** Should an employee have more than the allowable carryover cap on his/her  
10 anniversary date (leave progression date) and fail to choose one of the  
11 above options, the number of hours over the allowable carryover cap will  
12 automatically default into the employee's PCLB. The only option available to  
13 an employee who has more than the allowable carryover cap on his/her  
14 anniversary date (leave progression date) but less than 240 hours in their  
15 PCLB is to deposit excess hours first into the PCLB to meet the 240-hour  
16 requirement.

17 **12.19** Donations to other employees: An employee may donate time from accrued  
18 PTO leave credits to another employee for whom a leave donation fund has  
19 been established in accordance with City policy. This option does not  
20 necessarily have to occur at the employee's anniversary date (leave  
21 progression date), but rather whenever an eligible leave account is  
22 established. No minimum PCLB balance is required for donations of PTO to  
23 a leave donation fund.

24  
25 **ARTICLE 13**

26 **HOLIDAYS**

27 **13.1** The City observes the following paid holidays, but reserves the right to  
28 schedule work on these days. Regular and probationary full-time employees  
29 covered by this Agreement are entitled to ten (10) paid holidays, eighty (80)  
30 hours, listed below. Regular part-time employees shall earn holiday leave in

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

---

5		
6	New Year's Day	Observance Date
7		
8	Martin Luther King, Jr.'s	Observance Date
9	Birthday	
10		
11	Memorial Day	Last Monday in May
12		
13	Independence Day	Observance Date
14		
15	Labor Day	First Monday in September
16		
17	Veterans' Day	Observance Date
18		
19	Thanksgiving Day	Fourth Thursday in November
20		
21	Day After Thanksgiving	Friday After Thanksgiving
22		
23	Christmas Day	Observance Date
24		
25	One (1) Additional Holiday	See Section 13.2

---

26  
 27  
 28  
 29 Holidays shall be observed on the observance date as established by the  
 30 City, except for those divisions whose employees are scheduled to work on a  
 31 Saturday or Sunday on which the actual holiday falls. They shall observe the  
 32 actual date. In no event shall an employee be paid for the same holiday  
 33 more than once.

34 13.2 During budget preparations, the Human Resources Director and the Local  
 35 President shall confer in an attempt to determine the one (1) additional  
 36 holiday for the next fiscal year. In the event the two parties cannot reach  
 37 agreement, final determination shall be made by the City Manager on or

1 before September 1st.

2 13.3 To be eligible for a paid holiday, an employee must be in pay status for a full  
3 day on his/her assigned workdays immediately before and after the day on  
4 which the holiday is observed.

5 13.4 Whenever an observed holiday occurs on an employee's scheduled day off  
6 and the employee does not work thereon, the employee shall receive for  
7 his/her normal workday a straight time hourly rate of pay for the holiday.

8 13.5 Whenever an employee works on a City designated (i.e., observed) holiday,  
9 the following shall apply:

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

17  
18 13.6 Failure to report for work on a holiday after having been scheduled to work  
19 on such holiday shall be just cause for denial of holiday pay.

20 13.7 Should a holiday occur during an employee's sickness, the day shall be  
21 charged as a holiday.

## 22 23 **ARTICLE 14**

### 24 **HOURS OF WORK AND OVERTIME PAYMENT**

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

29  
30 14.1 The provisions of this Article are intended to provide a basis for determining

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

10 **14.2**

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

23 **14.3**

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

30 **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,

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

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

12 **14.6** There shall be no duplication or pyramiding in the computation of overtime,  
13 call-out, stand-by pay, or double-time as provided in Section 14.11 and  
14 nothing in this Agreement shall be construed to require the payment of  
15 overtime more than once for the same hours worked.

16 **14.7** **STAND-BY PROCEDURES**

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

21 **A. CALL-IN (On Stand-By)**

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

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

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



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

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

- 13 a. The employee commences the first documented work  
14 (e.g., computer sign-on, telecommunications work,  
15 etc.) and Call-in shall continue until the employee  
16 terminates work (e.g., computer signoff,  
17 telecommunications disconnect. etc.).
- 18 b. The employee commences authorized work outside of  
19 the eight-hour window (as defined in paragraph  
20 14.7A2) and the work exceeds seven (7) minutes, the  
21 event becomes a call-in.
- 22 c. The clock starts at the initiation of the work. If the  
23 initial contact results in the employee doing additional  
24 work, whether or not the time exceeds the seven (7)  
25 minutes, the event becomes a Call-In.

26 2. Minimum guarantee.

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

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

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

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

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

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

28 C. CALL-OUT (On Stand-By)

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

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

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

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

8 OR

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

11 c. In the event a Call-In becomes a Call-Out, (see Article  
12 14.7B).

13 2. Minimum guarantee.

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

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

26 **D. STAND-BY PAY**

27 Mon thru Fri One (1) hour of pay at the straight time rate of  
28 pay;

29 Sat and Sun Two and one-half (2-1/2) hours of pay at the  
30 straight time rate of pay;

1 City Observed

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

4 Hours compensated for as stand-by pay shall not count as hours  
5 worked for the purpose of computing overtime as defined in Section  
6 14.4A1.

7 **14.8 NOT-ON-STANDBY PROCEDURES**

8 **A. CALL-IN (NOT on Standby)**

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

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

17 Call-In pay shall begin when:

18 a. The employee commences the first documented work  
19 (e.g., computer sign-on, telecommunications work,  
20 etc.) and Call-in shall continue until the employee  
21 terminates work (e.g., computer signoff,  
22 telecommunications disconnect. etc.).

23 b. The employee commences an authorized work outside  
24 of the eight-hour window (as defined in Section 14.8 A)  
25 and the work exceeds seven (7) minutes, the event  
26 becomes a call-in.

27 c. The clock starts at the initiation of the work. If the  
28 initial contact results in the employee doing additional  
29 work, whether or not the time exceeds the seven (7)  
30 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.)

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

2 Any employee covered under this Agreement shall be required to  
3 perform call-out duty if required by Management. Management, at its  
4 discretion, may excuse an employee from performing call-out duty.

5 The employee shall be entitled to "call-out" pay if he/she is ordered to,  
6 and does, report to work prior to his/her scheduled workday, and if  
7 such order has been made less than eight (8) hours prior to the time  
8 he/she is ordered to report to work. Such employee shall receive one  
9 and a half (1-1/2) times his/her straight time rate of pay for all such  
10 unscheduled hours that he/she actually works, or the employee shall  
11 receive a minimum guarantee of three (3) hours at one and one-half  
12 (1-1/2) times his/her straight time rate of pay, whichever is greater.

13 Hours compensated for as call-out shall not count as hours worked for  
14 the purpose of computing overtime as defined in Section 14.4A1.

15 14.09 Upon prior approval of the Department Head or his/her designee,  
16 employees within the same job classification working regularly scheduled  
17 hours may exchange hours of work (shift for shift) within the same  
18 workweek with one another, provided no overtime expense or  
19 inconvenience is caused to the City.

20 14.10 A. Whenever an employee is required to work without having had eight  
21 (8) consecutive hours off, such hours worked shall be cumulative,  
22 and when the total number of hours worked reaches sixteen (16)  
23 hours, any additional hours worked shall be compensated at two (2)  
24 times the employee's straight time rate of pay until the employee  
25 shall have had eight (8) consecutive hours off.

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

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

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

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

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

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

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

18 14.12 Employees assigned by their Department Head or his/her designee to work  
19 out-of-class in a higher paid bargaining unit classification for at least forty  
20 (40) hours within the pay period, including holidays, shall be paid for such  
21 time at five percent (5%) above their straight time rate of pay, but not to  
22 exceed the maximum rate of pay assigned to the higher classification.

23  
24 **ARTICLE 15**

25 **MEALS**

26 15.1 The City may provide or reimburse, at the City's discretion, employees for  
27 meals when the City requires employees to work unscheduled overtime.  
28 Such reimbursement shall occur only under the following circumstances:

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

1 reimbursed for a meal.

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

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

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

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

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

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

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

21  
22 **ARTICLE 16**

23 **BEREAVEMENT LEAVE**

24 16.1 In the event of death in an employee's family as defined in Section 16.2,  
25 he/she shall be granted bereavement leave with pay by the employee's  
26 Department Head for three (3) working days. The employee shall be  
27 required to furnish to Management such information as may be requested to  
28 properly administer this Article. Leave granted in the event of death of the  
29 relative other than those defined in Section 16.2 shall be charged as vacation  
30 (annual leave) or PTO.



1 16.2 ~~For the purpose of this Article, the following relationships shall be considered~~  
2 ~~family: father; mother; foster parent; brother; sister; spouse; certified~~  
3 ~~domestic partner; son; daughter; children of certified domestic partner;~~  
4 ~~current father in law; father of certified domestic partner; current mother in-~~  
5 ~~law; mother of certified domestic partner; grandfather; grandmother;~~  
6 ~~grandchild(ren); current step mother; and current step father; current certified~~  
7 ~~domestic partner of employee's natural mother or father; current step~~  
8 ~~children; and foster children of the employee, spouse, or certified domestic~~  
9 ~~partner living who live in the same domicile. For the purposes of this Article,~~  
10 the following relationship shall be considered family: father, mother, foster  
11 parent, brother, sister, spouse, current certified domestic partner, current  
12 father-in-law, father of current certified domestic partner, current mother-in-  
13 law, mother of current certified domestic partner, grandfather, grandmother,  
14 grandchild(ren), current stepmother and current stepfather, current certified  
15 domestic partner of employee's natural mother or father and children holding  
16 the following relationships with the employee, the employee's spouse, or the  
17 employee's current certified domestic partner: natural, adopted, or  
18 stepchild(ren), or a child for whom the person has been appointed legal  
19 guardian or legal custodian.

20 16.3 Employees taking bereavement leave shall be compensated at their straight  
21 time hourly rate of pay for the time off work.

22 16.4 Regular part-time employees are eligible to receive bereavement leave in the  
23 proportion that their workweek bears to a full-time workweek. A part-time  
24 employee whose average workweek over a four (4) week period is greater or  
25 less than their normal scheduled workweek shall have their accrual rate  
26 changed to reflect the higher or lower average workweek until it returns to  
27 normal.

28 16.5 Bereavement leave must be taken within five (5) days of either the death  
29 and/or funeral/memorial service.  
30

**ARTICLE 17**

**JURY DUTY AND COURT TIME**

1  
2  
3 17.1 A. Any employee covered by this Agreement who is required to perform  
4 jury service during his/her normal working hours in a City, County or  
5 Federal court, shall be paid his/her regular straight time hourly rate for  
6 the period of such service. Employees receiving a summons for jury  
7 duty must notify their immediate supervisor promptly or as soon as  
8 possible after receiving such notice. Any employee failing to make  
9 such notification will not be paid for the period of said absence. A  
10 Request for Leave form must be completed by the employee with a  
11 copy of the court summons attached and must be approved by the  
12 Department Head or appropriate authority prior to payment for such  
13 time off.

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

18 17.2 A. Any employee covered by this Agreement who is required to appear in  
19 a court of law during his/her normal working hours in response to a  
20 legally valid subpoena shall be paid his/her straight time hourly rate for  
21 those hours absent from work; provided that either the employee is  
22 required to testify on behalf of the City, or, that the City be a party to  
23 the case and the employee is required to testify because of conduct  
24 arising out of and in the course of his/her employment with the City  
25 while actually on duty; and provided further, that in no other case shall  
26 employees covered by this Agreement be paid by the City including  
27 any case where the Union or the employee is a party to the case  
28 directly or as a member of a class. Employees receiving such  
29 subpoena must notify their immediate supervisor promptly and submit  
30 evidence of such service as a witness.

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

4 17.3 A. An employee who is excused from jury duty or from appearance as a  
5 witness during his/her normal working hours must report to his/her  
6 supervisor to determine if he/she will be required to work the  
7 remainder of his/her normal work schedule.

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

11 17.4 In the event an evening or midnight employee is on jury duty, his or her work  
12 schedule shall be altered so as to accommodate the jury duty scheduling.

13 17.5 Employees who are employed in the Gainesville Police Department who are  
14 required to appear as part of their normal work scope for depositions or court  
15 appearances shall receive court pay in the following manner:

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

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

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

27  
28 **ARTICLE 18**  
29 **LONGEVITY PAY**

30 18.1 Rates.

1 All employees of the City covered by this Agreement and hired prior to March  
2 02, 1992 shall receive longevity pay in addition to their regular base pay in  
3 accordance with the following schedule:

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

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

12 **18.2 Base Pay - Defined.**

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

20 **18.3 Establishment of Eligibility.**

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

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

6 **18.4** Continuity of Service; Exceptions.

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

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

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

21  
22 ~~18.5~~ (Reserved)

23  
24 **18.56** Separation from Service.

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

30 **18.67** Calculation of Payment.

1           A.     Normal Payments - In General.

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

15           B.     Proration For Discontinuous Service.

16                   In the event an employee's anniversary of his/her adjusted service  
17                             date (leave progression date) for longevity purposes falls within any  
18                             six (6) months period for which the employee is being paid under the  
19                             provisions hereof, then the number of full months service in such  
20                             period after the said employee's anniversary of his/her adjusted  
21                             service date (leave progression date) shall be computed at the higher  
22                             rate indicated above and the remainder of the months shall be  
23                             calculated at the lower rate indicated above. (Example: If an  
24                             employee hired out as a regular part-time or regular full-time  
25                             employee with the City on January 13, 1981, the employee's 20 year  
26                             anniversary of his/her adjusted service date (leave progression date)  
27                             would be on January 13, 2001. For the payment in July 2001, the  
28                             employee would receive payment for January 2001, calculated at the  
29                             4% rate, and for February, March, April, May and June 2001,  
30                             calculated at the 5% rate.) Except as otherwise provided by FMLA;

1 and Section 18.4.  
2

3 **ARTICLE 19**

4 **HOSPITALIZATION AND LIFE INSURANCE**

5 19.1 Premium increases shall be shared equally by the employee and the  
6 employer; provided that the employee shall not pay more than twenty  
7 percent (20%) of the total premium for Employee only coverage. Part-time  
8 employees shall pay bi-weekly for Health Insurance on a three-quarter (3/4)  
9 or one-half (1/2) time based upon the budgeted level of their part-time  
10 position.

11 19.2 The City, during the term of this Agreement, will pay one hundred percent  
12 (100%) of the premium cost for life insurance.  
13

14 **ARTICLE 20**

15 **TUITION REIMBURSEMENT PROGRAM**

16 20.1 ~~General:~~ Introduction

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

23 20.2 Tuition Reimbursement Policy:

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

29  
30 The use of these funds will be restricted to tuition and will be limited to

1           100% tuition reimbursement for no more than 18 credit hours (including lab  
2           fees) per employee each fiscal year, but not for books, supplies or other  
3           expenses in connection with the course(s) to be taken. The amount of  
4           reimbursement will be equal to the actual cost, not to exceed the State of  
5           Florida university system credit-hour rate for undergraduate or graduate  
6           courses as applicable.

7  
8   20.3       Eligibility Requirements:

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

15  
16          This policy is exclusive of City in-hours training classes.

17  
18          The City Manager and General Manager for Utilities are jointly responsible  
19          for promulgating the procedures for administration of this program. The  
20          procedure is maintained in the Human Resources Department.

21  
22   20.4       ~~Conditions for Approval and Payment:~~

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

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



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

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

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

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

18 ~~20.5~~ ~~Application Procedure:~~

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

21 ~~20.6~~ ~~Method of Payment:~~

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

27 ~~20.7~~ ~~Required Courses:~~

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

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

4 ~~20.8~~ ~~Classes on City Time:~~

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

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

22 ~~20.9~~ ~~General Provisions:~~

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

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

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

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

6                    **ARTICLE 21**

7                    **MISCELLANEOUS EMPLOYEE BENEFITS**

8                    21.1            When an employee is required to use his/her personal automobile in the  
9                    performance of City business, said employee will be reimbursed for  
10                   performance expenses at the rate provided for in the City's travel policy,  
11                   exclusive of mileage traveled to and from his/her work location.

12                   21.2            The City, during the term of this Agreement, will continue the tool policy  
13                   currently in existence in General Government (including the individual  
14                   agreement form) and in Utilities.

15                   21.3            The City, during the term of this Agreement, will provide annually, at no cost  
16                   to the employees, a total of four (4) uniforms, made up of components as  
17                   determined by management, to those employees in departments/divisions  
18                   and job classifications where management has decided to furnish uniforms.  
19                   Issued work shirts and pants may only be worn while on official City business  
20                   or while coming to or going from the work site. Some departments may  
21                   require that the uniforms remain on the work site. The first uniform order for  
22                   new employees shall consist of six uniforms. The upkeep and minor  
23                   maintenance of uniforms shall be the sole responsibility of the employee,  
24                   except in areas where management has determined it is in the City's best  
25                   interest to clean furnished uniforms due to expected and regular exposure to  
26                   health contaminants. It is the intent of management to replace uniforms that  
27                   have been soiled or damaged beyond repair while on the job. Employees will  
28                   be responsible for the cost of replacing uniforms soiled or damaged beyond  
29                   repair by employee's gross negligence or willful and wanton misconduct, or  
30                   uniforms lost due to the negligence of the employee. Uniforms shall be worn,

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

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

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

16 **Violation Type 1.**

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

20  
21 **First Offense:** Written warning and prohibited to work until deficiency  
22 is corrected -- without pay.

23  
24 **Second Offense:** Written instruction and cautioning and prohibited  
25 to work until deficiency is corrected -- without pay.

26  
27 **Third Offense:** Written instruction and cautioning and two (2) days  
28 suspension without pay.

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

3  
4                   **Fifth Offense:** Dismissal.

5  
6                   **Violation Type 2:**

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

10  
11                   **Violation Type 3:**

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

16  
17 **NOTE:** Discipline described above, relating to Type 1, 2, and 3  
18 violations, is not necessarily totally inclusive of discipline contained in  
19 applicable departmental rules and regulations. Other violations will be  
20 handled in accordance with the applicable labor agreement and City Policy.

21  
22 **21.4**

**Airport Employees**

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

26  
27 **ARTICLE 22**

28 **WORKERS' COMPENSATION**

29 **22.1**

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

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

4 22.2 Whenever an employee is absent due to a compensable injury, he/she shall  
5 receive his/her regular pay for the first fifteen (15) calendar days of such  
6 absence. But such payment shall not, when added to workers'  
7 compensation benefits, total more than the normal take-home pay (gross  
8 base pay minus taxes), received by the employee immediately prior to such  
9 absence.

10 22.3 An employee sustaining a lost-time injury in excess of the time in Article 22.2,  
11 may use available sick leave or PCLB. If sick leave and PCLB are  
12 exhausted, the employee may use PTO or vacation (annual leave). The  
13 request must be made to the Department Head to allow the employee to  
14 remain on full pay for the period which can be covered by the sick leave,  
15 PCLB, PTO or vacation (annual leave) balance when pro rated with the  
16 amount being paid by workers' compensation as set forth in paragraph 1. An  
17 employee who has elected the PTO program will not be required to use the  
18 first sixteen (16) hours of supplement as PTO, but instead may access the  
19 PCLB hours directly. If the employee has no PCLB hours, he/she may  
20 access their PTO.

21 22.4 After employees are authorized to return to rehabilitative duty, they shall  
22 receive no further benefits under this article nor shall they be entitled to elect  
23 to take sick leave or PCLB in lieu of returning to work.

## 24 25 **ARTICLE 23**

### 26 **LEAVE OF ABSENCE WITH OR WITHOUT PAY**

#### 27 28 **GENERAL INFORMATION**

29  
30 23.1 Leaves of absence may be paid or unpaid, depending upon the  
31 circumstances of the leave and whether the employee has accrued

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

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

5 B. Leaves of absence may be granted for Personal Leave - see Section  
6 23.11.

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

9 **23.2 Leave Request Procedure:**

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

14 **23.3 Continuity of Service:**

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

21 **23.4 Expiration of Leave and Reinstatement:**

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

24 **23.5 Extension of Leave**

25 If an extension of the leave is required, a request for the extension must be  
26 submitted in writing at least five (5) days in advance of the leave expiration.  
27 Consideration of an extension will be based on the same criteria as the  
28 original request. Failure to return to work at the expiration of the leave may  
29 result in termination.  
30

1 23.6 FAMILY AND MEDICAL LEAVE:

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

8  
9 FMLA will be granted for:

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

18  
19 Employees with questions about what illnesses are covered by this section  
20 of the policy or under the City's leave policies are encouraged to consult  
21 with the Human Resources Department.

22  
23 23.7 Eligibility:

24 Employees must have been employed by the City a minimum of twelve (12)  
25 months in a regular full-time status position and must have provided at least  
26 1,250 hours of service in the twelve (12) months prior to the qualifying  
27 instance. Regular part-time employees must have been employed by the  
28 City a minimum of twelve (12) months prior to the qualifying instance and  
29 are eligible for and granted leave based upon the proportion their normal  
30 work schedule bears to a full-time work schedule over the year prior to the  
31 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

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

3  
4 If the employee chooses not to return to work for reasons other than a  
5 continuation, recurrence, or onset of a serious health condition or for other  
6 circumstances beyond the control of the employee, the City will require the  
7 employee to reimburse the City the amount it paid for the employee's  
8 health insurance premium during the leave period.

9  
10 23.9 How available paid leave is applied to an FMLA qualifying absence:

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

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

29  
30 2. For FMLA qualified absence for the serious health  
31 condition(s) of the employee's qualifying family member: The

1 maximum hours of paid leave shall be 480 hours in the leave  
2 year except as may be allowed pursuant to article 23.11. The  
3 first sixteen (16) hours of absence(s) will be charged to PTO.  
4 If an employee has more than one qualifying FMLA absence,  
5 or is using FMLA leave on an intermittent basis, the maximum  
6 number of hours charged to PTO will be 96 hours during that  
7 leave year. Should the employee have an insufficient PTO  
8 balance to cover the first sixteen (16) hours of absence(s),  
9 such absence will be approved leave without pay; any  
10 subsequent hours of absence shall be charged to the  
11 employee's PCLB account. If an absence will extend beyond  
12 480 hours in the leave year, the employee must apply for a  
13 Personal Leave (Article 23.11).

- 14  
15 3. For the birth, placement or adoption of a child: The maximum  
16 hours of paid leave shall be (sixteen)16 hours of PTO and  
17 464 hours of PCLB for a total of 480 hours in the leave year.  
18 Should the employee have an insufficient PTO balance to  
19 cover the first sixteen (16) hours of absence(s), such absence  
20 will be approved leave without pay; any subsequent hours of  
21 absence shall be charged to the employee's PCLB account.  
22 The maximum hours of paid leave shall be 480 and any  
23 approved absence beyond 480 hours in the leave year shall  
24 be leave without pay.

25  
26  
27 B. Old Leave System:

28  
29 All applicable accrued vacation and sick leave must be exhausted  
30 before going into unpaid leave status.  
31

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

7  
8 **Parental Leave:**

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

14  
15 Management may require confirmation of the illness, birth, or  
16 adoption from the employee by furnishing a doctor's certificate, birth  
17 certificate, or any other means deemed appropriate.

18  
19 **23.10.1 FMLA Definitions:**

20  
21 Child: includes a biological, adopted or foster child, stepchild, a legal ward,  
22 or a child for whom the employee stands in loco parentis (i.e., in the place  
23 of a parent) who is under eighteen (18) years of age; or eighteen (18) years  
24 of age or older and incapable of self care because of a mental or physical  
25 disability.

26  
27 Parent: means the biological parent of an employee or an individual who  
28 stood in loco parentis to an employee when the employee was a son or  
29 daughter.

30  
31 Serious Health Condition: A serious health condition is an illness, injury,  
32 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).

1  
2 During an employee's approved Personal Leave, their position may be filled  
3 by a temporary appointment, or permanent assignment of another employee.  
4 At the expiration of the leave, the employee shall be reinstated to the  
5 employee's regular position vacated if it has not been filled permanently  
6 during the leave. If the position has been filled, then the employee will be  
7 reinstated to another position which is vacant and for which the employee is  
8 qualified. The replacement position shall not be at a higher wage rate than  
9 the position from which the leave was granted. Refusal of a vacant position  
10 offered by the City shall result in the termination of the employee.

11  
12 The employee shall not accept part-time or full-time employment elsewhere  
13 while on leave of absence unless such employment was previously  
14 approved and is not conducted during the employee's normal working  
15 hours.

16  
17 To return to work the employee must report to Employee Health Services  
18 and the employee may be required to submit a written approval from their  
19 health care provider releasing them for work. The employee may be  
20 required to complete a health examination.

21  
22 An employee on unpaid personal leave must contact the City of  
23 Gainesville's Risk Management Department to obtain a COBRA Notification  
24 Form. The COBRA Notification Form outlines the terms and conditions of  
25 the Consolidated Omnibus Budget Reconciliation Act, COBRA rates, when  
26 payments are due, and where payments are to be mailed. Payment must  
27 be received by the last day of the month prior to each month of coverage. If  
28 the payment is more than thirty (30) days late, the employee's health care  
29 coverage may be dropped for the duration of the leave.  
30

1    **23.13**        Union Leave of Absence.

2  
3        Employees designated by the Union may be granted a leave of absence  
4        upon request of the Union President for Union business. Such leave will be  
5        treated as personal leave (PTO, vacation or leave without pay) and  
6        permission for such leave may be withheld if operational considerations so  
7        require. Such leave shall be considered as time worked for the purpose of  
8        seniority accrual and other fringe benefits, provided that such leave does  
9        not exceed ten (10) consecutive work days.

10  
11  
12                    **ARTICLE 24**  
13                    **MILITARY LEAVE**

14    **24.1**        Active duty.

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

18    **24.2**        Reserve or Guard Annual Training.

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

26    **24.3**        Reserve or Guard Active Military Service (not annual training).

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



1    **24.4**           Requests for Military Leave.  
2                    The employee is required to submit a copy of orders or statement from the  
3                    appropriate military commander as evidence of such duty to his/her  
4                    Department Head. The orders or statement must be attached to a  
5                    Personnel Authorization Form requesting military leave. The request must  
6                    be sent to the Human Resources Department for processing.

7    **24.5**           Military Leave Without Pay  
8                    In the event military leave is required in excess of the time allowed in  
9                    paragraphs 24.2 and 24.3, the employee may be granted additional leave  
10                   without pay or he/she may elect to use earned vacation (annual leave) or  
11                   PTO. Vacation (annual leave) and PTO will not be required prior to  
12                   allowing leave without pay.

13  
14                                    **ARTICLE 25**

15    **JOB VACANCY AND PROBATION**

16    **25.1**           When vacancies occur they will be posted for City employees internally on  
17                    City bulletin boards for a minimum of seven (7) consecutive days beginning  
18                    on a Monday except in cases where Monday is a City-observed holiday.  
19                    They may also be advertised to the public. Employees in initial  
20                    probationary status may apply for promotion only when the position is being  
21                    advertised to the public.

22    **25.2**           The following factors may be considered in selecting persons to fill vacant  
23                    positions.

24            A.        Ability and qualifications to perform their work.

25                    In the review of qualifications, City employees will be reviewed first.  
26                    If tests are given, they may be given to all qualified applicants and  
27                    selection methods will be explained to the candidates at the time of  
28                    the test. If an eligibility list is established, it will be valid for up to one  
29                    (1) year ~~or until the list is exhausted.~~

30            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

1 appropriate classes.

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

4 1. The class or classes of positions from which layoffs are to be  
5 made.

6 2. The number of positions in each class to be abolished resulting  
7 in layoffs.

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

12 Appointment Status

13 1. Temporary employees.

14 2. Initial probationary employees.

15 3. Promotional probationary employees. (Reverts to prior  
16 classification without loss of seniority accrued while in  
17 such promotional probationary status.)

18 4. Regular employees.

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

23 F. Layoffs:

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

30 G. Employees on layoff shall not accrue any employee benefits

1                    whatsoever.

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

4     26.2            Recall:

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

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

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

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

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

25                   F.     Laid-off employees may apply for any equivalent or lower or higher  
26                   classification with the City and, if selected within the one hundred  
27                   eighty (180) day recall period, shall have their tenure of service  
28                   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

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

3 28.2 Whenever a City employee is sued for actions taken in the course of duty,  
4 the City will provide legal defense through the lawyer supplied by the City or  
5 its insurance carrier.

6 In exceptional cases when a claim for punitive damages has been made, the  
7 City will pay reasonable fees for additional counsel selected by the employee  
8 and the City when the City Commission has approved the hiring of additional  
9 counsel before the contract for hire is made. In no case will the cost of  
10 additional legal counsel be paid by the City unless prior approval is given as  
11 stated above, and in no case will the City pay punitive damages, if levied.  
12

### 13 **ARTICLE 29**

#### 14 **HEALTH AND SAFETY**

15 29.1 The Public Employer agrees that it will conform to and comply with health  
16 and safety regulations as required by federal, state, and local law. The City  
17 and the Union will cooperate in the continuing objective of eliminating health  
18 and safety hazards.  
19

### 20 **ARTICLE 30**

#### 21 **BULLETIN BOARD**

22 30.1 The Union may, at its own expense, place a bulletin board at mutually agreed  
23 upon locations, not to exceed approximately three feet by two feet (3' X 2') in  
24 size for the following notices only:

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

1 30.2 Prior to posting, copies of all material described in Section 30.1, Section F,  
2 shall be signed by an elected officer of Local No. 3170 and submitted to the  
3 Human Resources Director or his/her designee for his/her signature. Any  
4 materials posted which are not in conformance to this Article may be  
5 removed at the discretion of the City.

6 30.3 No material, notices or announcements shall be posted which contain  
7 anything political or controversial, or anything reflecting upon the City, any of  
8 its employees, or any labor organization among its employees. No material,  
9 notices or announcements which violate the provisions of this Article shall be  
10 posted.

11  
12 **ARTICLE 31**

13 **WAGES**

14 31.1 General Increase

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

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

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

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

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

3  
4 31.2 Merit or Performance Increases

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

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

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

14 31.3 Classification Changes

15 A. Promotion.

16 When an employee is promoted, his/her salary shall be advanced to a  
17 rate in the new pay range which would provide at least a five percent  
18 (5.0%) increase in the range from which he/she was promoted except  
19 as provided in 31.4. Effective until December 31, 2002, the ~~The~~  
20 effective date of the promotion becomes the employee's new  
21 evaluation date. ~~An~~ and an employee's evaluation date shall be the  
22 anniversary date of the last salary adjustment.

23 B. Transfer.

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

30 C. Temporary Assignments.



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

4 D. Demotion.

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

9 E. Audits and Re-allocations.

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

17 31.4 Progression through Training

18 A. The parties agree to new Progression through Training Programs and  
19 the appropriate terms and conditions associated with such programs  
20 provided that said programs are reviewed and approved through the  
21 Interest Based Bargaining process as described in Article 34 and  
22 codified by agreement between the City and the Union. Employees in  
23 the progression through training programs shall receive progression  
24 through training increases and may not be eligible for the merit plan in  
25 Article 31, Wages, Sec. 31.2, in accordance with the terms of the  
26 progression through training program. Merit increases for employees  
27 in the any classification of W/WW Service Operator Series may be  
28 available on a semi-annual basis until ~~September 30, 2004~~ December  
29 31, 2003 or until the City gives a 6-month notice to revert to annual  
30 increases.

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

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

15 31.5 If the City proposes removal of a classification(s) from the bargaining unit,  
16 and where the union disagrees, PERC will decide the issue.

17  
18 **ARTICLE 32**

19 **SEVERABILITY**

20 32.1 Should any provision of this Agreement be found to be inoperative, void or  
21 invalid by a court of competent jurisdiction, all other provisions of this  
22 Agreement shall remain in full force and effect for the duration of this  
23 Agreement, it being the intention of the parties that no portion of this  
24 Agreement or provision herein shall become inoperative or fail by reason of  
25 the invalidity or any other portion or provision.

26  
27 **ARTICLE 33**

28 **PENSIONS**

29 33.1 Employees covered by this Agreement shall be covered by the City's General  
30 Pension Plan and Disability Plan as set forth by the City of Gainesville's Code

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

5  
6 ~~33.2 (Reserve)~~

7  
8 ~~33.23~~ The City will give the Union a copy of such minor change(s) at least thirty (30)  
9 days prior to the adoption of such change(s).

10 ~~33.34~~ A change, or changes, in the Plan, the net effect of which would require a  
11 current or potential increase in the contribution rate or a benefit decrease,  
12 may be made by the City subject to the Union's right to demand impact  
13 bargaining prior to the effective date of such change.  
14

15 **ARTICLE 34**

16 **ENTIRE AGREEMENT**

17 ~~34.1~~ The parties acknowledge that during negotiations which resulted in this  
18 Agreement, each had the unlimited right and opportunity to make proposals  
19 with respect to subjects or matters not removed by law from the area of  
20 collective bargaining. The understandings and agreements arrived at by the  
21 parties after the exercise of such right and opportunity are set forth in this  
22 Agreement.

23 ~~34.2~~ The City and the Union, for the duration of this Agreement, agree that the  
24 other shall not be obligated to bargain collectively with respect to any subject  
25 or matter referred to or covered in this Agreement, but may, upon mutual  
26 agreement of both, bargain collectively on any subject or matter not known or  
27 contemplated by either or both parties at the time that they negotiated this  
28 Agreement.

29 ~~34.3~~ This Agreement shall be effective on October 1, ~~2000~~ 2001, after ratification  
30 by the bargaining unit members of Local No. 3170 and the City Commission

1 and shall remain in full force and effect up to and including ~~September 30,~~  
2 2004 December 31, 2003.

3 **34.4**

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

20 B Should either party determine the IBB process would not be  
21 practicable, Article 34, Entire Agreement, Section 34.2 shall then be  
22 the process utilized. Any modifications resulting from utilizing Article  
23 34.2 shall be ratified by both parties.

24 **34.5**

25 Should either party desire to terminate, change or modify this Agreement or  
26 any portion thereof, they shall notify the other party in writing prior to ~~March 1,~~  
27 2004 June 30, 2003. Such notification shall include the titles and sections of  
28 the articles the party wishes to renegotiate and all other articles will remain in  
29 full force and effect from year to year thereafter.

30 **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.

1 ~~34.7~~ Between October 1, 2000 and September 30, 2001 \_\_\_\_\_, 2002 and  
2 January 1, 2003, either party may notify the other in writing of its desire to  
3 reopen this Agreement. Upon such notice being given, the duly authorized  
4 representatives of the parties shall meet for the purpose of negotiation with  
5 respect to said matters.  
6  
7

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

3  
4  
5 THE CITY OF GAINESVILLE,  
6 FLORIDA

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

7  
8  
9  
10 \_\_\_\_\_  
11 WAYNE BOWERS  
12 CITY MANAGER

10 \_\_\_\_\_  
11 THOMAS E. BOLDOC  
12 CWA PRESIDENT

13  
14 \_\_\_\_\_  
15 MICHAEL L. KURTZ  
16 GENERAL MANAGER FOR UTILITIES

13  
14 \_\_\_\_\_  
15 JUDY ROBERTSON  
16 CWA REPRESENTATIVE

17  
18  
19 APPROVED AS TO FORM AND LEGALITY:

20  
21 \_\_\_\_\_  
22 CITY ATTORNEY

23  
24  
25  
26 CITY COMMITTEE

UNION COMMITTEE

27  
28 Tom Motes  
29 Glenda Currie  
30 Milton Reid  
31 Karen Johnson  
32 Robert McVay

Judy Robertson  
Tom Bolduc  
Harry Stallings  
William Gallmon  
Jerry Coughlin

33  
34  
35 \*Date ratified by last party.  
36  
37