

# Agreement

Between

## NORTHEAST FLORIDA PUBLIC EMPLOYEE'S LOCAL 630

(Laborers' International Union of North America, AFL-CIO)



**CITY OF NEPTUNE BEACH, FLORIDA**

October 1, 2004, through September 30, 2007



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## AGREEMENT

This Agreement is entered into as of October 1, 2004, between the City of Neptune Beach, hereinafter referred to as the Public Employer, and the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America, AFL-CIO-CLC, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full Agreement between the parties concerning the rates of pay, wages, hours of employment, and other terms and conditions of employment. There are no, and shall be no individual arrangements contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this agreement. It is understood that the City of Neptune Beach is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public; and both parties hereto recognize the need for continuous and reliable service to the public.

## ARTICLE 1 - UNION RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those employees (all references to employees in the male gender of this Agreement are used for convenience only, and should be interpreted to include both males and females) in the defined bargaining units commonly known as Blue Collar, White Collar and Supervisory units (See attached Appendix A, for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented. Employees shall mean all classified employees who are employed by the City of Neptune Beach and whose classifications appear on the attached Appendix A. Specifically excluded are: Department Heads, Division Chiefs, Agency Heads, Managerial and Confidential employees within the meaning of Section 447.203 (4) & (5), Florida Statutes, and all other employees of the City of Neptune Beach and its other Agencies not specifically included in Appendix A.
- 1.2 It is further understood and agreed that the Business Manager of Local 630, Laborers' International Union of North America, AFL-CIO, or his alternate, will be the official spokesman for said Union in any matter between the Union and the Public Employer. Any alternate designated by the Business Manager shall be designated in writing, and the period of time covered by such designation shall be included in such written designation.

## ARTICLE 2 - UNION SECURITY AND CHECK OFF

- 2.1 The Public Employer will, by placing one (1) copy of this Agreement in each working location, make available to employees in the bargaining unit copies of this Agreement for the express purpose of calling those employees' attention to the fact that the Northeast Florida Public Employees' Local 630 of the Laborers' International Union of North America, AFL-CIO, has been recognized as the exclusive bargaining representative for all employees in the bargaining unit as defined in Article 1.1 of this Agreement. In addition, the Public Employer will furnish each Steward of Local 630 two (2) copies of the Agreement. It is further understood and agreed that when the original Agreement is amended, from year to year, the Public Employer will attach the amendment to the original Agreement and provide completed copies of both to the Stewards as agreed above. Such collated Agreement shall be kept on file in the City Clerk's Office and shall be considered to be the official copy of the Agreement.
- 2.2 Upon receipt of a written authorization from an employee covered by this Agreement, the Public Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues and uniform assessments. It is understood that this provision will provide for twenty-four (24) deductions per year. The Public Employer will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues rate will be certified to the Public Employer in writing over the signature of the authorized officer or officers of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. It is understood and agreed that the Public Employer will assess a charge, no higher than that being charged for other deductions (insurance, credit union, etc.), per deduction per payroll. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is

received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

- 2.3 The Union will indemnify, defend, and hold the Public Employer harmless against any claim made and against any suit instituted against the Public Employer on account of any check off of union dues.
- 2.4 An employee may revoke his authorization for deduction of dues or uniform assessments, provided the employee gives thirty (30) calendar days notice to the Union and the Public Employer by certified mail. Dues revocation will be made through the Union.
- 2.5 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pension, credit union, health and life insurance. Any dues not deducted shall be deducted the following pay period.
- 2.6 In accordance with Chapter 447, Florida Statutes, public employees shall have the right to form, join and participate in or refrain from forming, joining or participating in an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing, and to negotiate collectively through a certified bargaining agent with the Public Employer in the determination of the terms and conditions of their employment.

### ARTICLE 3 - MANAGEMENT SECURITY

- 3.1 The Union and its officers, agents, and members agree that during the life of this Agreement, they shall have no right to institute, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or intentional interruption of employer operations. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this section. The only question that may be raised in any proceeding, (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppages of work, or intentional interruptions of employer operations was violated by the employee to be discharged or otherwise disciplined.
- 3.2 (a) The Union, its representatives, agents, members and any persons acting on their behalf agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:
1. Soliciting public employees during the working hours of any employee who is involved in the solicitation.
  2. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employees' lunch hour or in such areas not specifically devoted to the performance of the employees' official duties.
  3. Instigating or advocating support, in any positive manner, for any employee organization's activities from high school or grade school students during classroom time.
- (b) No employee organization shall directly or indirectly

pay any fines or penalties assessed against individuals pursuant to the provisions of this part.

- (c) The Circuit Courts of this State shall have jurisdiction to enforce the provisions of this Section by injunction and contempt proceedings, if necessary. A public employee who is convicted of a violation of any provision of this Section may be discharged or otherwise disciplined by the Public Employer, notwithstanding the provisions of this collective bargaining Agreement.

3.3 The Public Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay, and to provide conditions of employment suitable to maintain a competent work force. The Public Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of an employee's skill and ability without regard to age, race, color, creed, physical handicap or disability, national origin or sex. Furthermore, the Public Employer agrees to abide by any applicable Florida Statute pertaining to public employment within the scope of knowledge of the Public Employer.

#### ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 It is the right of the Public Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations, including the right to subcontract. The Public Employer, in its sole discretion, has the absolute right to delete and/or add employment positions. It is also the right of the Public Employer to direct its employees, promulgate and establish reasonable rules and regulations, take disciplinary action for proper and just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons; provided however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

## ARTICLE 5 - SPECIAL MEETINGS

- 5.1 The Public Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters relating to wages, hours and conditions set forth in the request or other subjects relating hereto mutually agreed to. It is understood that these meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request, and at a time and place mutually agreeable to the parties. The Union shall have the right, at these special meetings, to recommend to the Public Employer corrections to any inequities known to the Union.

ARTICLE 6 - UNION STEWARDS AND UNION REPRESENTATION

6.1 The Public Employer recognizes and shall deal with all accredited union stewards, the Union Business Manager, and any other officer listed in Section 1.2 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

6.2 Employees covered by this Agreement will be represented by stewards so designated by the Union in the following locations:

<u>LOCATION</u>	<u>Number of Stewards</u>
City Yard, Forest Ave.	3
Neptune Beach City Hall	2

When additional permanent work locations are created, the Public Employer and the Union will meet at the request of either party, for the purpose of mutually determining the stewardship needs of the Union.

6.3 A written list of the union stewards, and alternates shall be furnished to the Public Employer prior to the effective date of their assuming duties of office. The Union shall notify the Public Employer promptly of any changes of such union stewards. Union stewards will not perform any grievance work unless the above has been complied with. The alternate steward shall only perform as a steward in the event of the physical absence of the regular steward.

6.4 Officials of the Union, as designated in Section 1.2 of this Agreement may, with proper authorization, which will not be unduly withheld, be admitted to the property of the Public Employer. Officials, as designated above, shall be able to talk with employees before or after regular working hours or during the lunch hour of said employees on Public Employer property in areas mutually agreed upon on by the Union and the Public Employer.

- 6.5 Arrangements will be made for officers or accredited representatives of the Union to be admitted to the property of the Public Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Public Employer is not normally open for visitation, the Public Employer shall provide a responsible escort to the union officer or accredited representative, provided this service is arranged in advance.
- 6.6 The Public Employer agrees to give thirty (30) working day's notice to the Union when any action is contemplated which would have the net effect of reducing the work force of the defined bargaining unit.
- 6.7 All personnel files of the employee shall be open for investigation by the appropriate union steward in the investigation of any grievance. However, such investigation shall be either in the presence of, or with the oral permission of the Public Employer.

## ARTICLE 7 - UNION ACTIVITY

- 7.1 The following sections outline the duties and responsibilities of stewards in performing their functions as recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to investigate and settle grievances at Step I and above, when such investigation is required for the prompt and effective settlement of the grievance in question. Work loss must be minimized. It is acknowledged that the steward must advise his supervisor of the requirement and secure permission before conducting the investigation. Such permission will not be unduly withheld. In the investigation of grievances, stewards shall not be allowed to unduly hamper the work operations of the Public Employer by conferring with other employees. Union stewards shall normally investigate and settle grievances on the job site which is within their designated jurisdiction. Union stewards shall not conduct any grievance work on premium time (overtime) except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisory permission shall be given verbally to the union steward provided that said oral authorization insures adequate control of the steward's time; otherwise written permission shall be required. If it becomes necessary for a union steward to receive written permission, the Public Employer will provide a form which will be used for this purpose. Upon returning to his work assignment, the steward shall report to his immediate supervisor, unless prior consent not to do so has been secured.
- 7.2 Union stewards shall be active employees, and shall be members of the bargaining unit.
- 7.3 Union representatives, while on public property, and stewards, are subject to the same rules of the Public Employer as all other public employees, except as specifically provided in this Agreement.

- 7.4 Active solicitation by the Union of grievances and the collection of union monies shall not be engaged in on the Public Employer's property, or during the working hours of those employees being solicited, if such is the case.
- 7.5 While on leave of absence, no employee shall function as a union steward without mutual consent of the Union and the Public Employer.
- 7.6 When it becomes necessary for a union steward to enter an area other than his own for the purpose of conducting union business authorized by this Agreement, he must secure permission from the supervisor of that area and notify him of the general nature of his business. Such permission shall not be unduly withheld.
- 7.7 Nothing in this Agreement shall be construed to prevent an employee from presenting, at any time, his own grievance, in person or by legal counsel, to the Public Employer and having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the Agreement, when in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.
- 7.8 Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste, related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership, or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees by the Public Employer and

the Union.

- 7.9 It is agreed that all stewards have productive work to perform as assigned by the Public Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

## ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 A grievance is defined as a claim reasonably and sensibly founded on a violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation. The grievance will systematically follow the steps of the grievance procedure contained in Article 8, except as otherwise provided for in Section 447, Florida Statutes. If an employee files a grievance, he shall choose either the union grievance procedure outlined herein, or the Civil Service procedure set forth by ordinance. Once chosen, the employee may not change to the other procedure.

8.2 Rules for Grievance Processing:

### *Step I*

The aggrieved employee shall orally present his grievance to his immediate supervisor. Either the supervisor or the employee may request that the designated steward be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it orally to the aggrieved employee within two (2) working days from the date the grievance was presented to him.

### *Step II*

If the grievance is not settled at Step I, the aggrieved employee, within ten (10) working days, shall reduce the grievance to writing, sign it and present it to the appropriate department head. The appropriate department head shall obtain the facts concerning the alleged grievance and shall, within five (5) working days of receipt of the written grievance conduct a meeting between himself, his representative, if needed, and the aggrieved employee. The aggrieved employee, at his request, may be

accompanied at this meeting by his union steward. The appropriate department head shall notify the aggrieved employee of his decision in writing, with a copy to the Union, no later than five (5) working days following the date of the meeting.

*Step III*

If the grievance is not settled at the second step, the aggrieved employee, within five (5) working days, shall present it to the Neptune Beach City Manager. The City Manager shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days following receipt of the written grievance, conduct a meeting between himself and the aggrieved employee. The aggrieved employee may be accompanied at this meeting by his steward or appropriate union representative. The City Manager shall notify the aggrieved employee of his decision in writing, with a copy to the Union, not later than ten (10) working days following the date of the meeting.

*Rules For Grievance Processing:*

It is agreed:

- (a) Grievances must be brought forward as soon as it might reasonably have become known to exist. In the event a grievance arises, the employee must submit a grievance to his immediate supervisor (Step I) within ten (10) working days after he has knowledge of the grievance.
- (b) Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- (c) A grievance presented at Step II, and above, shall be dated and signed by the aggrieved employee presenting it. A written decision shall be presented to the aggrieved employee, and shall be dated and signed by the Public Employer's representative at that step.
- (d) When a written grievance is presented, the Public Employer's representative shall acknowledge receipt of

it and the date thereof, in writing, by e-mail or facsimile transmission.

- (e) A grievance not advanced to the higher step within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Public Employer's representative to answer within the time limit set forth at any step will entitle the employee to proceed to the next step.
- (f) In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.
- (g) When a grievance is reduced to writing, there shall be set forth in the grievance all of the following:
  - 1. A complete statement of the grievance and facts upon which it is based.
  - 2. The section or sections of the Agreement claimed to have been violated.
  - 3. The remedy or correction requested.
- (h) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be retroactive to the date of the occurrence of the violation.
- (i) Grievances filed by the Union affecting two (2) or more employees in accordance with Section 8.1, shall be signed by the designated steward or the appropriate union representative, and shall contain the names of the aggrieved employees. Thereafter, it shall follow the procedures as set forth in Article 8, entitled Grievance Procedure.

8.3 *Arbitration:* If the grievance is not settled in accordance with the provisions of Article 8, the aggrieved employee, the Public Employer, or the Union, as the case may be, may request arbitration by serving written notice of intent to appeal on the City Manager, no later than ten (10) working days after

receipt of the Public Employer's response in Step III, together with a written statement of the specific provision(s) of this Agreement at issue. If the grievance is not appealed to arbitration within said ten (10) working days, the Public Employer's Step III answer shall be final and binding upon the aggrieved employee and the Union. Upon appeal to arbitration, the Union, Public Employer or employee may, in the written notice requesting arbitration, include the names of two (2) arbitrators, either of whom is acceptable to the Union, Public Employer or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one (1) of the persons listed, or of some other person qualified to act or arbitrate, then the American Arbitration Association procedure as herein stated will be followed. The American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. After the panel is received from the American Arbitration Association, the representative of the Union, or the employee, as the case may be, and the Public Employer shall meet and alternately strike names until one (1) arbitrator remains. The name remaining shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name. After the American Arbitration Association is notified of the selection of the arbitrator, and contact is made with the arbitrator, the date for the arbitration hearing will be set within fifteen (15) days from the date the arbitrator is notified of his selection to act as arbitrator. Notwithstanding the provisions of this Section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings.

*Section 1:* At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) calendar days after the hearing is concluded, or receipt of briefs, whichever is later, to render his written award and findings of fact, provided that the parties may

mutually agree in writing to an extension of said limitation.

*Section 2:* With respect to the interpretation, enforcement or application of the provisions of the Agreement, the decisions, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement. However, the authority and responsibility of the Public Employer as provided by Chapter 447, Florida Statutes, shall not be usurped in any manner unless specifically amended or modified by this Agreement.

*Section 3:* The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof, or any amendment thereto. The arbitrator shall consider only the specific issues(s) submitted to him in writing by the parties and shall have no authority to consider or rule upon any matter which is stated in this Agreement not subject to arbitration, or which is not specifically covered by this Agreement. All testimony given at the arbitration hearing will be "under oath." The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s) presented to him, which question(s) must be actual and existing. Consistent with this Section, the decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him at any hearing set. The decision of the arbitrator shall be final and binding. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievances hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

*Section 4:* It is specifically and expressly understood that taking a grievance to arbitration

constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents.

*Section 5:* The cost and expense incurred in the arbitration shall be borne solely by the losing party. If a transcript of the proceedings is requested, then the party so requesting it shall pay for it. If an employee acts independently of and in disregard of the position of the Union in matters relating to arbitration, such employee shall pay the cost of arbitration if the employee loses.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

- 9.1 Employees in the bargaining unit shall not be discharged, suspended, demoted, docked or otherwise disciplined except for proper and just cause, and in no event until the employee shall have been furnished with a written statement of the charges and the reasons for such action. Any dispute over suspension, discharge or other disciplinary action may be submitted to the grievance procedure as set forth in Article 8.
- 9.2 Employees shall have the right to review their personnel files upon request. The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The employee's responding statement will be entered in the personnel file.
- 9.3 The following are intended as examples of disciplinary actions. All disciplinary actions shall normally be progressive. Written warning notices shall normally be provided to employees prior to the issuance of discipline. Disciplinary action shall normally be administered through the following progressive measures:
- (1) Reprimand given in writing.
  - (2) Suspension without pay or demotion.
  - (3) Dismissal.
- 9.4 *Dismissal, Demotions, and Suspensions for Cause:*
- (a) The following situations may be utilized and are intended only as examples of the criteria to be followed in dismissing, demoting or suspending an employee.
    - 1. Theft of property belonging to the Public Employer.

2. Initiating a fight with anyone while on the job.
  3. The intentional destruction of city property and/or gross negligence in the operation of a city vehicle, city machinery or equipment in such a fashion that it is tantamount to willful disregard of life or valuable property.
  4. Being under the influence of intoxicants or illegal drugs while on duty.
  5. Commission of an act which constitutes a felony offense or a misdemeanor involving moral turpitude under the criminal laws of the State of Florida.
  6. Insubordination.
  7. Incompetency or inefficiency in the performance of his duties.
  8. Attempting to induce an officer or employee of Neptune Beach to commit an unlawful act.
  9. Taking for his personal use from any person any fee, gift or other valuable thing in the course of his work or in connection therewith, when such gift or other valuable thing is given in the hope of receiving a favor or treatment greater than that accorded other persons.
  10. Engaging in outside activities on city time or unauthorized use of city equipment.
  11. Failing to maintain a satisfactory attendance record.
- (b) Notwithstanding the provisions of 9.1, the Public Employer may suspend, demote or discharge an employee for drunken, disorderly and disruptive conduct without the necessity of a letter of reprimand prior to such job action, however, such a letter shall be delivered to the employee at his last known address within five (5) days of the actual dismissal, demotion or

suspension.

- 9.5 *Resignation:* An employee who desires to terminate his service with Neptune Beach shall submit a written resignation to the appropriate Department Head. Resignations should normally be submitted ten (10) working days in advance of the final work day. The written resignation, or a copy thereof, shall be filed in the employee's personnel file.
- 9.6 Any written reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested to sign the reprimand. If the employee refuses to do so, this refusal shall be noted on the reprimand. If the employee signs the reprimand, such signature shall only acknowledge receipt of the reprimand and shall not mean the employee agrees or disagrees with the reprimand. All reprimands shall become null and void after twelve (12) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void.
- 9.7 Any employee subject to dismissal, demotion, suspension or docking as outlined under Article 9, shall have the right to a pre-disciplinary hearing, unless said action is for tardiness, which shall be conducted prior to dismissal, demotion, suspension or docking. The appropriate union steward shall be present at such meetings along with the supervisor who made the charges. This section shall not apply to drunken, disorderly or disruptive conduct by the employee.

ARTICLE 10 - PERSONAL LEAVE PLAN

10.1 Eligibility and Rate of Earning.

(a) Each regular, full-time employee in the bargaining unit shall accrue personal leave with pay at the rate shown in the table below. The number of hours in each employee's work day shall be determined by the position and classification. Work days shall be between seven (7) and eight (8) hours.

<b>Years of Service</b>	<b>Days Accrued Per Year</b>
Zero to 5 years	20
5 years to 10 years	23
10 years to 15 years	26
15 years to 20 years	29
20 years to 25 years	32
25 years or more	35

- (b) Employees shall earn leave time based on time actually worked and time on approved leave with pay.
- (c) Employees are not eligible to be paid for personal leave during the first six (6) months of employment or re-employment.
- (d) The rate of accrual shall change to the higher rate on the anniversary date of employment.

10.2 Charging Leave

- (a) Personal leave will be charged in one hour minimum increments.
- (b) Holidays which occur during personal leave, shall be charged against holiday leave, and not against personal leave.
- (c) For purposes of determining overtime payments, personal leave hours shall be counted as time worked.

### 10.3 Request for Leave.

- (a) Personal leave may be taken only after approval of the appropriate department head. Department heads will arrange personal leave schedules and reallocate duties on such a basis as to cause minimum interference with normal functions and operations of the department.
- (b) Requests for personal leave must be submitted in writing at least two (2) weeks in advance for a personal leave request of two (2) or more consecutive working days. Requests for personal leave of less than two (2) consecutive working days must be submitted as soon as practicable. These advance notice requirements may be waived by the department head.
- (c) Should an employee be absent and fail to comply with the rules concerning personal leave, such employee shall be charged with unauthorized absence.
- (d) Personal leave may be used only as earned.

### 10.4 Use.

Personal leave is intended to replace both vacation leave and sick leave in previous policies. Personal leave may be granted for the following scheduled and unscheduled purposes:

- (a) Vacation
- (b) Sickness
- (c) Absences for transacting personal business which cannot be conducted during off-duty hours.
- (d) Religious holidays other than those designated by the City as official holidays.
- (e) Any scheduled absences from work not covered by other types of leave provisions established by these Rules.

### 10.5 Unused Personal Leave.

- (a) Personal leave shall accrue to a maximum of sixty days. Employee's having more than sixty days as of October 1, 2004, may sell that overage back before September 30, 2005. Employees who have more than fifteen (15) days accumulated may sell back excess leave to the City up to ten (10) personal leave days. Employees may not sell back time more frequently than once every three (3) months. Upon approval of the City Manager, on a case by case basis, more than ten (10) days of excess leave may be sold back. Personal leave may be transferred as cash to the City's 457 plan upon request of the employee and approval by the City Manager.
- (b) Upon termination of employment following the completion of five (5) years of service, the employee shall be paid for all unused accrued personal leave on an hour for hour basis. Upon termination of employment with less than five (5) years of service, the employee shall be paid for seventy-five percent (75%) of all unused personal leave on an hour for hour basis.

#### 10.6 Use of Personal Leave as Sick Leave

- (a) Notification. An employee must notify his/her department as early as possible, and no later than thirty (30) minutes before starting time, the day the employee is unable to report to work because of illness. The employee will notify the department of the nature of the employee's illness and the approximate amount of time the employee will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where that employee is abusing personal leave taken for illness. (Example: Leave for illness is combined with regular days off more than three times annually.)
- (b) The employee must contact his/her department each day that personal leave is being taken as sick leave.

- (c) An employee who is absent due to illness who fails to comply with the rules in this section may be charged with unauthorized leave.
- (d) The City has the right to require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of his/her classification. This examination may be conducted on City time and at City expense.

#### 10.7 Pregnancy and Childbirth

- (a) Pregnancy and childbirth, disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery there from are, for all job related purposes, genuine illnesses and should be treated as such.
- (b) Employees may take personal leave on the same general terms and conditions for such illnesses as are otherwise applicable under personal leave provisions.
- (c) A certificate from a medical doctor will be required from employees desiring to utilize personal leave due to any of the foregoing reasons; such certificate must be to the effect that said employee is unable to perform the duties due to one or more of the listed conditions. Upon return from personal leave, all such leave must be justified by a certificate from a medical doctor.

ARTICLE 11 - LEAVE OF ABSENCES

11.1 Bereavement Leave.

- A. All full time regular employees may be granted up to five (5) days off without loss of pay as bereavement leave in the event of death in the immediate family (see definition of immediate family).
- B. Bereavement leave is limited to ten (10) days per calendar year.
- C. The employee may be required to provide the department head with proof of death in the immediate family before compensation is approved.
- D. If additional days off are necessary to attend the funeral of a member of the immediate family, annual leave may be used.
- E. Employees may be granted four (4) hours without loss of pay as bereavement leave, to either attend or serve as pallbearer at the funeral of another City employee.
- F. If the employee wishes to attend the funeral of someone outside his/her immediate family, or another City employee, annual leave or leave without pay may be granted.

11.02 Court Leave.

- (a) Employee attending court as a witness on behalf of a governmental agency or for jury duty during their normal working hours shall receive pay at their regular rate for the hours they attend court.
- (b) All regular full time employees subpoenaed to attend court on behalf of the City are eligible for leave with pay. Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay. In such cases, annual leave or leave without pay may be granted.

- (c) Employees who attend court for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released by the court
- (d) Employees required to attend court as stated in Sec. 11.02(a) above who are on scheduled vacation may be allowed to take additional leave with pay for that court time.
- (e) All court attendance must be verified before an employee is compensated.

11.03 Conference Leave.

When deemed in the best interest of the City, an employee may be granted leave with pay to attend professional and technical institutes, conferences, or other such meetings which may contribute to the effectiveness of the employee's service to the City. All such leave and travel expenses will be recommended by the department head, subject to the approval of the city manager.

11.04 Military Leave.

An employee may take military leave in accordance with Chapter 115, Florida Statutes.

11.05 Leave Without Pay.

- (a) The decision to grant a leave without pay (leave of absence) is a matter of administrative discretion. Any leave of absence must have the approval of the city manager.
- (b) The following provisions apply to leave without pay:
  - 1. An employee granted a leave of absence must keep the department informed of his/her current activity and current address.
  - 2. An employee who obtains either part time or full time employment elsewhere while on an authorized leave of absence is required to notify the

department in writing within three (3) days of accepting such employment.

3. Failure to comply with all of the above items will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
  4. Any employee granted a leave of absence shall contact the department head at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
  5. Failure to return to work at the expiration of the leave shall be considered as a resignation.
  6. Medical leave, annual leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.
- (c) A leave without pay shall not constitute a break in service, but the time will not be credited toward retirement. Employees who have a break in service from employment with the City, if rehired, shall have their previous service counted towards longevity and retirement. It will be the employees responsibility to make any required payments to the pension plan to connect time.

ARTICLE 12 - HOLIDAYS

12.1 Employees in the bargaining unit shall observe those days established by this Agreement and City Ordinance which consist of the following:

January 1st (New Year's Day)

Third Monday in January (Martin Luther King's Birthday)

Washington's Birthday (President's Day)  
Last Monday in May (Memorial Day)

July 4th (Independence Day)

First Monday in September (Labor Day)

November 11th (Veteran's Day)

Fourth Thursday in November (Thanksgiving Day)

Friday after Thanksgiving Day

December 24 (Christmas Eve)

December 25 (Christmas Day)

Personal Day (Selected by employee-must be taken in the calendar year or be forfeited)

Any other day than those listed above may be taken under holiday conditions when such day is officially declared as a holiday by the Neptune Beach City Council.

12.2 Whenever an observed holiday shall occur on an employee's scheduled day off, the Public Employer shall schedule the employee to take a day off at another date mutually agreed to, or compensate him at the straight time rate in order to equalize the observed legal holidays in Section 12.1.

12.3 Any employee of the bargaining unit who shall be required to perform work or to render service on one of the holidays listed in Section 11.1, shall be compensated at one and one-half (1-1/2) times the employee's regular straight time hourly rate for any hours worked, in addition to his straight time pay for the holiday. The Public Employer may elect to schedule the employee to take off at another date mutually agreed to by the employee and the Public Employer, at the same rates as overtime payment. In the event the Public Employer elects to schedule a ten (10) hour workday, forty (40) hour workweek, the eight (8) hours referred to above shall automatically convert to ten (10) hours. A list of employees required to work on any holiday or holidays, shall be in writing and posted at the Public Works Yard.

12.4 All employees shall receive payment for any paid holiday unless:

- (a) He has an unexcused absence on the last regular work day proceeding such holiday, or on the next regular work day following such holiday.
- (b) Having been scheduled to work on such holiday, he fails to report for work without justifiable reason for such absence.

12.5 Whenever any of the holidays established by this Agreement falls on a Sunday, the following Monday shall be observed as the official holiday. Whenever any holiday shall occur on a Saturday, the preceding Friday shall be observed as the official holiday. The only exception to the above shall be those persons within the Department who are assigned to a "shift schedule." These employees shall observe the actual day of the holiday for purposes of pay.

ARTICLE 13 - HOURS OF WORK AND OVERTIME PAYMENT

- 13.1 The purpose of this Article is to define hours of work and computation of overtime. All employees within the defined bargaining unit shall be placed within one of the following schedules.
- 13.2 For the purpose of computing the pay of employees, the following standards shall govern the pay period, work week, the work day and the normal shift hours.

*Work Week*

168 hours from starting time

*Work Day*

24 hours from starting time

*Normal Shift Hours*

8 hours, exclusive of lunch

- 13.3 (a) The standard work schedule shall consist of five (5), eight (8) hour days, Monday through Friday, between the hours of 6:00 a.m. and 6:30 p.m.. The work week starting time shall commence when the employee begins work Monday morning. Except where otherwise specified herein, overtime will be paid at time and one-half (1 1/2) for all hours worked in excess of forty (40) in any work week for which overtime has not previously been paid.
- (b) The work week for those activities requiring a six (6) or seven (7) day per week operation, shall be eight (8) hours per day and forty (40) hours per week. Hours of work will not necessarily be scheduled from Monday through Friday, or days of work scheduled consecutively. Except where otherwise specified herein, overtime will be paid at time and one-half (1 1/2) for all hours worked in excess of forty (40) in any work week for which overtime has not previously been paid.

- (c) The ten (10) hour work day shall consist of four (4) consecutive ten (10) hour work days, Monday through Friday, between the hours of 7:30 AM and 6:00 PM. Overtime will be paid at the rate of time and one-half (1 1/2) for all hours worked in excess of forty (40) in any work week for which overtime has not previously been paid.
- 13.4 The work and rest days of employees shall be scheduled consecutively where possible.
- 13.5 The appropriate Department Head shall give employees who qualify for overtime payment the option to choose compensatory time off at the same rate (1 1/2) as overtime payment at a date mutually agreed upon. Employees qualifying for compensatory time may accrue up to a maximum of eighty (80) hours of compensatory time, after which payment for overtime will be in the form of cash payment.
- 13.6 Personal leave, holiday leave, annual military training leave and leave while on active payroll due to an on-the-job injury shall be construed as time worked for the purpose of payroll computations.
- 13.7 An employee who has left his place of work for his residence and is called back for overtime work shall be paid for such overtime in accordance with the above, provided that he shall receive a minimum payment of two (2) hours at time and one-half (1 1/2) his regular rate. The employee who is called out shall be paid for actual time worked with a minimum of two hours. The employee shall not receive the "call out" pay for any subsequent call out during the two hours following the original call out. The minimum time provided herein does not apply if an early call-in period extends into the start of the employee's regular work period.
- 13.8 No employee may authorize overtime for himself, but shall be entitled to receive overtime as appropriately authorized by his supervisor.

- 13.9 Premium payment shall not be duplicated for the same hours worked under any of the terms of this Agreement.
- 13.10 It is the responsibility of the Public Employer to distribute the opportunity for overtime work equally among employees in their respective classifications normally performing the same types of work in each assigned shift, crew, or geographical work area. It is understood that the sharing of overtime shall not delay nor increase the Public Employer's cost of operation. Overtime records of the Public Employer shall be made available to union officials when requested to resolve any question involving distribution of overtime. It is understood that nothing in this Article shall require payment for overtime hours not worked.
- 13.11 The Public Employer will provide a meal or pay a meal allowance in the sum of six (\$6.00) dollars when an employee is required to work for four (4) hours beyond his regular shift without a meal break.
- 13.12 If inclement weather conditions do not permit the employee to perform his regularly scheduled duties and there is no other work available in line with his normal duties, the employee may be given the option to perform other work in a lower classification. In no case shall he be sent home without pay or forced to use accrued vacation or sick leave. Public Employer is sole judge of whether work is available. However, the employee may elect to request vacation leave.
- 13.13 No employee shall absent himself from duty without authorized leave except in cases of sickness or emergency. An employee who is absent without authorized leave of absence for three (3) consecutive working days shall be deemed to have abandoned his position and to have resigned, unless he shall within a period of ten (10) working days following said three (3) days, prove to the satisfaction of the City Manager that the absences were excusable.

ARTICLE 14 - WAGES

- 14.1 Effective October 1, 2004, all employees covered by this Agreement shall have their base hourly rate of pay increased by five percent 5%. Thereafter, effective October 1, 2005, and October 1, 2006, employees shall have their base hourly rate of pay increased by the increase in the Consumer Price Index, all urban consumers, Southern Region. Such increase shall equal the percentage increase in the CPI over the prior twelve (12) month period using the most current data available. In addition, all employees covered by the Agreement shall be eligible for a merit increase upon receiving an above average performance evaluation using the procedure outlined in 14.3 (b) 3. The amount of the merit shall be the difference between the consumer price index (CPI) as determined above and five percent (5%). However, no employee will receive more than five percent (5%). This increase shall be paid no later than forty-five (45) days after October 1<sup>st</sup> of each year, and shall be paid retroactive to October 1<sup>st</sup> of each year.
- (a) All employees shall receive a twenty-five (\$25.00) dollar per month increase after the completion of each five (5) continuous years of employment.
  - (b) All employees within the defined bargaining unit shall receive a five percent (5%) pay increase beginning on October 1, 2004.
  - (c) Additional State licenses obtained by Water and/or Wastewater treatment plant operators will be recognized by the payment of an annual one-time lump sum payment of \$500.00 for each additional license, up to a maximum of two (2). Payment of such lump sum shall be paid on the employee's anniversary date.
- 14.2 (a) When an employee is demoted to his former class during the probationary period following a promotion, his pay shall be restored to the rate in effect prior to the promotion, as though a promotion had not been granted. In the event an employee is demoted during his

probationary period, he shall be eligible for any increases he normally would have received had he not been demoted.

- (b) A permanent employee, when demoted for cause, shall have his rate of pay in the lower class set by the Employer. His adjusted rate of pay shall be no lower than his pay status in the class prior to the promotion.
- (c) When a transfer not involving promotion or demotion is made from one position to another with the same basic pay rate, the base pay of the transferred employee shall remain unchanged.

14.3 The following administrative procedures shall be adhered to in the implementation of the pay plan for employees in the bargaining unit.

- (a) Entrance Salary Determination:
  - 1. Original appointment to any position shall be made at the entrance rate. Upon recommendation of the immediate supervisor, the City Manager may approve initial compensation at a higher rate than the minimum rate in the salary range for the class when the needs of the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. The City Manager agrees to notify the Union of any such proposal to hire an employee whose initial compensation would be at a higher rate than the minimum rate for the position being considered at least one (1) week prior to filling the position.
  - 2. When an employee is promoted to a classification with a higher base rate of pay, the pay rate of that employee shall be at the lowest level in the higher range that will provide an increase of at

least five percent (5%) over the rate received immediately prior to promotion.

(b) Advancements Within a Salary Range:

1. Upon satisfactory completion of a six (6) month probationary period after initial appointment or promotion, the entrance the salary of the employee shall be advanced five percent (5%) in the salary range of the class to which the position is allocated, unless the pay during the probationary period was the maximum for the salary range, in which case there shall be no increase.
2. In no event shall the base pay of the employee exceed the base pay of that employee's supervisor. In the event of a new supervisor being hired or promoted at a lesser rate of pay, the employee's pay would not be reduced.
3. For purposes of determining whether or not the employee has satisfactorily completed his probationary period or is eligible for a merit increase, the Department Head shall notify the City Manager in writing of the Department Head's recommendation for any end-of-probation or merit increase. If the employee's performance has not been graded as above average during the time period involved, the employee's merit increase will be delayed pending improvement. Employees who have had their merit or end-of-probationary increase delayed shall be reevaluated quarterly, or sooner if improvement is noted. The employee shall be advised in writing as to the reason his merit or end-of-probationary increase was not granted. Employees who do not receive a merit increase or believe the Employer has not complied with the evaluation procedures, may utilize the grievance procedure contained within this Agreement.

14.4 Any employee performing the duties of any classification above his permanent classification and

who is assigned that classification by the immediate supervisor, shall receive pay at the rate of that higher classification. The rate of pay for the higher classification shall be an increase of at least five percent (5%) or the entrance level of the higher classification, whichever is greater.

14.5 All employees within the bargaining unit shall be covered by a written description of his job duties in the form of employee job specifications. The official copy of such job descriptions shall be filed and maintained in the City Clerks office. Copies of the job descriptions shall be made available upon reasonable request by the employee. The job specifications shall contain the following information;

- (a) Kind of work, examples of work, knowledge, skills and abilities.

If the City of Neptune Beach, or their designees, determines that the employees' job specifications need to be changed, added to, deleted, or amended, the Public Employer will notify the Union of the intended changes. Copies of the proposed changes will be forwarded to the Union along with the above notification. Changes, additions, deletions or amendments must bear the signature of the Business Manager prior to finalization. After finalization, a copy of the revised specifications shall be forwarded to the Union as soon as is possible.

ARTICLE 15 - INJURY-IN-LINE-OF-DUTY

15.1 Employees covered by this Agreement shall be entitled to injury-in-line-of-duty leave at regular pay (reduced by the amount of Workmen's Compensation received in the form of temporary disability paid by reason of such injury) when absent from duties because of personal injury received in the discharge of duty.

*Duration of Salary Supplement:* Leave of any such employee shall be authorized for a total of days not to exceed thirty (30) working days for each fiscal year, provided, however, the City Manager, with a concurring medical opinion, may grant, under such circumstances as would warrant, additional injury-in-line-of-duty leave for such term and under conditions as the appointing authority, in its sole discretion, shall deem proper.

*Claims:* Any such employee who has any claim for compensation under this section shall file a claim in the manner prescribed in Chapter 440, Florida Statutes, by the end of each month during which such absence has occurred. The appointing authority may approve such claims when it is satisfied that the claim correctly states that facts and that such claim is entitled to payment.

ARTICLE 16 - EMPLOYEE BENEFITS

- 16.1 In the event of an employee's death, payment shall be made for any and all accrued overtime, personal leave, unused holiday time and other terminal leave benefits to which such employee would have been entitled to receive, under the applicable provisions of law and only in the following sequence: to the wife or husband; or to any child or children over the age of eighteen (18); or to the designated guardian if the child or children are under the age of eighteen (18); or the father or mother; or thereafter to the designated administrator of the deceased employee's estate.
- 16.2 Where an employee is required to use his personal automobile in the performance of his duties, he will be reimbursed for operating expenses at the IRS rate for that year per mile traveled. Parking space will be provided for employees who are required to use their personal vehicle as a condition of employment in the performance of their duties.
- 16.3 During any primary or general election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) after the regular scheduled work period, it shall be considered sufficient time for voting.
- 16.4 The Public Employer agrees to provide employees with a basic life insurance program under the present group program of Neptune Beach equal to the amount of the employees' annual base salary, with benefits and premiums as established by the contract with the current carrier at no cost to the employee. The employee may purchase additional coverage under this policy at his option and expense, under the same benefit and premium as the coverage paid by the Public Employer.

- 16.5 The Public Employer agrees to provide comprehensive health coverage for each employee at no expense to the employee. In addition, the Employer agrees to pay fifty percent (50%) of the cost for dependent's coverage under the same plan covering the employees for the three (3) year term of this contract. Benefits shall be no less than those provided to employees covered under civil service. The Employer agrees to provide thirty (30) days written notice to the Union of any increase in premiums or any change in benefits which would affect employees in the bargaining unit. Upon receipt of the written notice, the Union shall have the right to reopen Article 16.5 for the purpose of negotiations. Negotiations shall begin within thirty (30) days of a written request from the Union.
- 16.6 The Public Employer will deduct and transmit bi-weekly to the Northeast Florida Public Employees PAC Fund five (5) cents for each hour worked from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees for whom such deductions have been made and the amount deducted from each such employee. The Public Employer shall deduct an administrative fee of 1/10th of 1% (.001) from the amount to be transmitted.
- 16.7 The Public Employer will deduct and transmit monthly to the Northeast Florida Public Employees Group Legal Plan, ten dollars (\$10.00) from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees for whom such deductions have been made and the amount deducted from each such employee.
- 16.8 An employee may revoke his authorization for deduction of PAC Fund or the Group Legal Plan, provided the employee gives thirty (30) days notice to the employee organization and the Public Employer by written notice. The Public Employer shall terminate such

deductions on the pay date immediately following the expiration of the thirty (30) day notice period.

- 16.9 The Union will indemnify, defend, and hold the Public Employer harmless against any claim made and against any suit instituted against the Public Employer on account of any deduction for the PAC Fund or Group Legal Plan.

ARTICLE 17 - SAFETY AND HEALTH

- 17.1 The Public Employer agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by federal, state, and local law. The Public Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.
- 17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease shall be provided by the Public Employer in accordance with established safety practices. Such practices may be improved from time to time by the Public Employer upon recommendation of the Union. Such protective devices, apparel, and equipment, when provided, must be used and the Union agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices, shall be just cause for disciplinary action.
- 17.3 Clean and adequate restroom facilities, including showers, shall be provided at the discretion of the Public Employer. If within the discretion of the Public Employer, an employee from a work incident is required to change clothing, he may be allowed leave with pay to do so.
- 17.4 No employee shall be directed to operate unsafe equipment or to perform unsafe acts.
- 17.5 The Public Employer agrees to provide first-aid kits to be accessible to employees. The Public Employer agrees to provide transportation for employees to and from medical facilities if an injury on the job requires such transportation.
- 17.6 The Public Employer agrees to furnish, at no cost to the employee, safety vests, steel-toed shoes, water repellent boots, and work gloves, where necessary. The Public Employer agrees to continue to provide all

employees with uniforms for their protection. No employee shall be directed to perform work in any rain or water without the proper wearing apparel which will be furnished by the Public Employer. Whenever uniforms are provided for the employees, such uniforms must be worn at all times when on duty, and the Union agrees that willful neglect and failure by an employee to properly wear such uniforms shall be just cause for disciplinary action.

- 17.7 After initial employment with the Employer, in those activities where safety shoes are required to be worn, the City will furnish each employee two (2) pairs of steel-toed shoes. Thereafter, the City will reimburse employees up to \$100.00 towards the purchase of replacement steel-toed shoes. The replacement of steel-toed shoes will normally be limited to one (1) pair a year. The replacement of more than one (1) pair of steel-toed shoes during the year will be at the discretion of the City.

ARTICLE 18 - BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each work location where the employees are required to report for work assignments. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use, in keeping with the decor of the above locations, and with the approval of the Public Employer.

18.2 The Union agrees that it shall use space on bulletin boards provided for in Section 18.1 above, only for the following purposes:

Notices of Union Meetings  
Union Elections  
Reports of Union Committees  
Rulings and Policies of the Union  
Recreational and Social Affairs of the Union  
Notices of Public Bodies

18.3 No material, notices, or announcements shall be posted by the Union which contain anything political or controversial, or anything adversely reflecting upon Neptune Beach, its agencies, its employees, or any labor organization among its employees. Any proven violation of this Section by the Union shall entitle the Public Employer to cancel immediately the provisions of this Section and to remove that bulletin board or the partial use thereof.

ARTICLE 19 - JURY DUTY

- 19.1 Any employee in the bargaining unit who is required to perform jury service during his normal working hours in any court shall be paid his regular salary. The employee summoned as a juror shall notify his supervisor immediately by furnishing a copy of his summons. An employee who reports for jury duty and is dismissed prior to 12:00 noon time shall report to work for the remainder of the working day. The employee on jury duty shall not be required to forfeit any compensation received as a result of serving as a juror.
- 19.2 If an employee is absent from work in order to serve as a witness in a case before a court of law to which the employee is not a party, either directly or as a member of a class, and where such absence is in response to a legally valid subpoena, the employee shall be granted leave with pay for those hours for which said employee is absent from work during his regularly scheduled working hours and will not be required to forfeit any compensation received for witness fees, providing said employee submits evidence of such service as a witness to the appropriate supervisor.

ARTICLE 20 - MILITARY LEAVE

- 20.1 Leave of absence and re-employment rights of employees inducted into the military service shall be as contained in Title 38, U.S.C., Section 2021, effective December 3, 1974, and as the same may be amended from time to time.
- 20.2 Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend annual military training periods, shall be allowed not more than seventeen (17) consecutive calendar days to attend such training periods. Such training leave may be deducted from annual vacation leave at the request of the employee. Such leave shall not result in loss of seniority or benefits. Employees requesting this annual military training leave are responsible for notifying their supervisors as soon as possible of the dates for such training periods and for providing an official set of orders.
- 20.3 Employees who are members of the reserve components mentioned above, and who are required to attend regularly scheduled training assemblies throughout the year, may, upon due notice and request, apply for vacation leave to attend these military training assemblies when they are scheduled to be on duty, provided it will not seriously interfere with the operation of the system. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their normal work schedules.

ARTICLE 21 - SEVERABILITY

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

ARTICLE 22 - SAVINGS CLAUSE

- 22.1 The Public Employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged in this Agreement.
- 22.2 All matters pertaining to terms of employment and working conditions guaranteed by law to employees within this bargaining unit, shall apply to the extent that they are not in conflict with the provisions of this Agreement.

ARTICLE 23 - TIME CLOCKS

- 23.1 The Public Employer, in its sole discretion, may employ time clocks for control and pay purposes. The time clock procedures shall be applied uniformly at each work reporting location.

ARTICLE 24 - SENIORITY

- 24.1 Seniority shall be defined as the length of continuous employment with the City of Neptune Beach. Seniority shall be acquired by a full-time employee after satisfactory completion of a six (6) month probationary period, at which time seniority shall be retroactive to the first day of employment.
- 24.2 In the event of a lay-off or reduction in force, employees shall be laid off in the inverse order of seniority within job classes. Employees laid off shall have the right to bump or replace an employee with less seniority in a lower classification for which the employee is qualified, provided said employee has previously held such a position within the City of Neptune Beach.
- 24.3 Any employee with one (1) year or more of service, who is laid off for any reason other than cause as defined in Article 9 of this Agreement, shall receive severance pay in the amount of wages for ten (10) working days.
- 24.4 Whenever an employee is demoted to a position for which he is qualified, he shall receive the salary performance level in that lower range which provides either no decrease or the smallest decrease in pay, if the action is not for cause as outlined in Article 9 of this Agreement.
- 24.5 In regard to overtime and vacation, seniority will be defined as the length of continuous time in any specific classification. If an employee is involuntarily transferred from one department to another in the same classification, he shall carry with him both the City and job seniority that he has already acquired.
- 24.6 Seniority shall accumulate during periods of approved leave of absence where the employee remains in a pay status. Seniority is not broken when an employee is

on an approved leave of absence without pay, but seniority does not accumulate during this period.

24.7 Seniority shall be broken when an employee:

(a) Resigns;

(b) Is discharged for just cause;

(c) Exceeds an authorized leave of absence.

ARTICLE 25 - JOB QUALIFICATIONS AND PROMOTIONS

- 25.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted in advance on all bulletin boards. A copy of the notices of job openings will be given to the appropriate union steward at the time of posting.
- 25.2 Management has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job. The qualified employee with the greatest seniority shall be promoted.
- 25.3 For the purpose of this Agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit (Appendix A for which funds have been appropriated).
- 25.4 Whenever a vacancy exists, the position will be posted at least five (5) working days in advance on the appropriate bulletin boards at each work reporting location. Employees desiring to be considered for such vacancy shall make written application for the position on forms provided by the Public Employer no later than 5:00 o'clock PM on the closing date set forth on the promotional announcement.
- 25.5 The appropriate department head shall make all determinations of the qualifications of the applicants applying for promotion. Among those employees determined to be qualified to perform the work required, the employee determined by the Public Employer through the use of an objective testing criteria to be the best qualified shall be appointed to the position. In the event of more than one current employee having equal scores, or in the event that objective testing is not used, the employee with the greatest seniority shall be appointed to the position.

25.6 Any employee that feels he was unjustly passed over for promotion, shall have the right to appeal his rejection through the grievance procedure starting with Step III.

ARTICLE 26 - BEREAVEMENT LEAVE/FUNERAL LEAVE

- 26.1 (a) At the time of a death of a member of an employee's immediate family, or the immediate family of the employee's spouse, an employee may be granted up to five (5) days off without loss of pay, as bereavement leave, not otherwise chargeable. If additional time is required, leave may be approved. Immediate family, for the purposes of this Section is defined as spouse, children, mother, father, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law, step-parents, step-children, son-in-law, daughter-in-law and also includes other relatives who permanently reside with the employee.
- (b) Employees may be granted four (4) hours without loss of pay as funeral leave, to attend the funeral of a co-worker.

ARTICLE 27 - WORK POLICIES

27.1 The Public Employer agrees to provide all employees of the bargaining unit with written copies of any proposed work policies and/or rules formulated and adopted after the effective date of this Agreement. The Public Employer further agrees, where possible, to send a written copy to the Union at least ten (10) days prior to the effective date of such policy and/or rule. It is agreed that work policies and rules shall not conflict or exert precedence over this Agreement. All policies and procedures shall be applied uniformly and consistently throughout the bargaining unit.

27.2 Drug Testing Policy - *Drugs To Be Tested For*

It is the intent of the Public Employer and the Union, that the City of Neptune Beach be a "Drug Free Workplace".

When drug and alcohol screening is required under the provisions of the Section, urinalysis test will be given to detect the presence of the drug groups listed below.

The following cutoff levels shall be used for the first specimen screening. All levels equal to or exceeding these levels shall be reported as positive:

A.	Alcohol (Ethyl)	0.04 g%
B.	Amphetamines (e.g., Speed)	1,000 ng/ml
C.	Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital)	300 ng/ml
D.	Cocaine	300 ng/ml
E.	Methaqualone (e.g., Quaalude)	300 ng/ml
F.	Opiates	300 ng/ml

(e.g., Codeine, Heroin, Morphine,  
Mydromorphone, Hydrocodone)

G.	Phencyclidine (PCP)	25 ng/ml
H.	THC (Marijuana)	100 ng/ml

27.3 *Job Applicant Testing: General Standard*

All applicants for employment will be required to undergo a drug and alcohol test upon an offer of employment and prior to their final appointment. Any applicant who refuses to consent to a drug and alcohol test will be denied employment with the City. Job applicants will be denied employment with the City if their initial tests reflect the presence of drugs or alcohol above the prescribed limits.

27.4 *Current Employee Testing: General Standard*

- A. The Public Employer may require a current employee to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulate belief based on specific facts and reasonable inferences drawn from those facts, that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to.
  - 1. A pattern of abnormal or erratic behavior;
  - 2. A work-related accident involving personal injury or property damage which could result in liability of, or loss to the Employer;
  - 3. Direct observation of drug or alcohol use;

4. Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

B. Supervisors are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the appropriate department head or designee, with a copy to the Union. The employee shall be informed by the department head that he has a right to confer with a union representative prior to an exam being administered, however, the absence of an available union representative shall not preclude the Public Employer with proceeding with testing after a reasonable effort has been made to contact a union representative.

#### 27.5 *Supervisor Training*

The Public Employer shall develop a program of training to assist supervisory personnel in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that give rise to a reasonable suspicion of drug or alcohol use, as well as knowledge of the availability of referral and treatment services.

#### 27.6 *Prior Notice of Testing Policy*

The Public Employer shall provide written notice of its drug and alcohol testing policy to all employees. The notice shall contain the following information.

- A. The need for drug and alcohol testing.
- B. The circumstances under which testing may be required.

- C. The procedures for confirming an initial positive drug test result.
- D. The consequences of a confirmed positive test result.
- E. The consequences of refusing to undergo a drug and alcohol test.
- F. The right to explain a positive test result and the appeal procedures available.
- G. The availability of drug abuse counseling and referral services.

27.7 *Consent*

- A. Before a drug and alcohol test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of test results to those city officials whose job requires direct access to such information. The consent form shall provide space for employees to acknowledge that they have been notified of the Public Employer's drug testing policy and to indicate current or recent use of prescription or over-the-counter medications.
- B. The consent form shall also set forth the following information:
  - 1. The procedure for confirming an initial positive test result.
  - 2. The consequences of a confirmed positive test result.
  - 3. The right to explain a confirmed positive test result.

4. The consequences of refusing to undergo a drug and alcohol test.

27.8 *Refusal to Consent:*

An employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified is subject to disciplinary action up to and including termination. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action.

27.9 *Confirmation of Test Results*

- A. An employee whose drug test yields a positive result shall be given a second test using a gas chromatography/mass spectrometry (GC\MS) test. The second test shall use a portion of the same test sample withdrawn from the employee or applicant for use in the first test.
- B. If the second test confirms the positive test result, the employee shall be notified of the result in writing by the appropriate department head or designee; the particular substance found and its concentration level.

The following cutoff levels shall be used for the confirmation screening. All levels equal to or exceeding these levels shall be reported as positive:

A.	Alcohol (Ethyl)	0.04 g%
B.	Amphetamines (e.g., Speed)	500 ng/ml
C.	Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital)	150 ng/ml
D.	Cocaine	150 ng/ml
E.	Methaqualone (e.g., Quaalude)	150 ng/ml
F.	Opiates	300 ng/ml

(e.g., Codeine, Heroin, Morphine,  
Mydromorphone, Hydrocodone)

G. Phencyclidine (PCP) 25 ng/ml

H. THC (Marijuana) 15 ng/ml

- C. An employee whose second test confirms the original positive test result may, at the employee's own expense, have a third test conducted on the same sample at a laboratory accredited by the Joint Commission Accreditation of Hospitals (JCAH).

27.10 *Consequences Of A Confirmed Positive Test Result*

If an employee's positive test result has been confirmed, the employee is subject to disciplinary action up to and including termination. Factors to be considered in determining the appropriate disciplinary response include the employee's work history, length of employment, current job performance, and the existence of past disciplinary actions. No disciplinary action may be taken against employees who voluntarily identify themselves as drug users, obtain counseling and rehabilitation through an approved Employee Assistance Program, and thereafter refrain from violating the Public Employer's policy on drug and alcohol abuse.

27.11 *The Right To A Hearing*

- A. If an employee's positive test result has been confirmed, the employee is entitled to a hearing before the City Manager. The employee must make a written request for a hearing to the appropriate department head or designee within fifteen (15) days of receipt by the employee of the confirmation test results. Employees may be represented by legal counsel and/or a union representative, present evidence and witnesses on their behalf, and confront and cross-examine the evidence and witnesses used against them.

- B. No adverse personnel action may be taken against an employee based on a confirmed positive drug test result unless and until the City Manager finds by a preponderance of the evidence that:
  - 1. The employee's supervisor had reasonable suspicion to believe that the employee was under the influence of drugs or alcohol while on the job.
  - 2. The employee's drug test results are accurate.
  
- C. Within twenty (20) days following the close of the hearing, the City Manager shall issue a written decision and a brief summary of the facts and evidence supporting that decision.

27.12 *EAP Referral*

Upon the first confirmed determination that an employee is under the influence of drugs or alcohol, the Public Employer shall meet with the employee in private and refer the employee to a Employee Assistance Program (EAP) for assessment, counseling, and rehabilitation. Participation in an EAP is mandatory and disciplinary action may be taken against an employee for failure to begin or complete an EAP program. If the employee accepts the offer of rehabilitation, he or she may be placed on leave status until medically cleared to return to work. If employee refuses or fails to participate, it shall be grounds for immediate termination. Upon return to work, the employee will be placed on probation for one (1) year. The probation will include random drug screens, expectation to meet all other job requirements, and encouragement to participate in an EAP Health Maintenance/Relapse Prevention Program. Disciplinary action based on a violation of the Public Employer's drug and alcohol policy is automatically suspended by the employee's participation in an EAP during the first confirmed incident. However, discipline may be reinstated at a later date if such

employee incurs a second confirmed incident during the one (1) year probation period.

27.13 *Confidentiality Of Test Results*

All information from an employee's drug and alcohol test is confidential and shall be treated as medical records. Only those whose job requires direct access to such information are to be informed of test results. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed. The records of unconfirmed positive test results and negative test results shall be destroyed by the testing laboratory or the City Manager.

27.14 *Privacy In Drug Testing*

Urine samples shall be collected in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Employees and applicants will be given hospital gowns to wear while they are providing these samples in order to ensure that there is no tampering. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode shall be colored with blue dye to protect against dilution of test samples.

27.15 *Laboratory Testing Requirements*

The first test and the confirmation test for drug and alcohol testing of employees and applicants shall be conducted at a J.C.A.H. accredited medical facility/laboratory selected by the Public Employer. To be considered as a testing site, a medical facility or laboratory must submit in writing a description of the procedures that will be used to maintain test samples. Factors to be considered by the Public Employer in selecting a testing facility include:

A. Proof of certification (J.C.A.H.)

- B. Testing procedures which ensure privacy to employees and applicants consistent with the prevention of tampering.
- C. Methods of analysis which ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results.
- D. Chain-of-custody procedures which ensure proper identification, labeling, and handling of test samples.
- E. Retention and storage procedures which ensure reliable results on confirmatory tests of original samples.
- F. Provide assurances that the Laboratory will maintain confidentiality of records.

Infectious Disease Control

27.16 *General*

- A. Acquired Immune Deficiency Syndrome (AIDS) is reaching epidemic status, but prudent precaution, can reduce the spread of this virus. This policy has been developed so that the Public Employer may manage those things that we can reasonably predict will occur in the performance of employee's duties, and protect city personnel from unnecessary exposure to this virus and other infectious diseases.
- B. All city personnel, including public safety personnel, routinely come into contact with members of the public. It is predictable that employees will come into contact with a person who has an infectious disease such as AIDS, hepatitis or other infectious disease. There are no reported instances where city employees, including public safety employees, have contracted AIDS as a result of a duty related

incident. In instances where the AIDS virus has been transmitted to health care workers, the cause was from handling blood samples with ungloved hands, piercing of the skin, for example. Caution should be exercised by all employees when dealing with blood, items stained with blood, or other bodily fluids, and persons of high risk groups.

27.17 *Employment*

- A. In recent court decisions, contagious diseases have been interpreted as handicaps, whereby diseased victims have protection from discrimination on the basis of said handicap. State and federal handicap laws provide for reasonable accommodation in the employment of handicapped individuals.
- B. The City of Neptune Beach will comply with the appropriate provisions of the Fourth and Fourteenth Amendments of the United States Constitution as they relate to discrimination in the hiring and retention of handicapped individuals including those with infectious diseases. Additionally, the Public Employer will comply with the Florida Comprehensive AIDS Act and all other federal, state and local laws as they exist or may be created or amended.
- C. AIDS tests shall not be required nor used as a basis for promotion, hiring, or continued employment unless it can be clearly demonstrated that an AIDS test is a bona fide occupational qualification (BFOQ) for the job in question. If an AIDS test is required, it will be based on current facts relating to a job and not a speculation of future needs.
- D. Decisions concerning the continued employment of AIDS victims shall be based on their ability to perform their assigned duties effectively. Confirmed cases of employees with AIDS shall be handled on an individual basis. If said employee

is unable to perform the duties assigned to his position, the employee may be reassigned within classification, temporarily assigned outside the classification, granted a leave of absence without pay for health reasons, or given medical termination.

- E. The City of Neptune Beach will follow all state and federal laws relative to information regarding an employee' medical condition and the confidentiality of said medical condition and records of an employee.

27.18 *Leave*

Existing leave policies shall be applicable to those employees with confirmed cases of AIDS or other infectious diseases.

27.19 *Disciplinary Action*

Employees who refuse to work with another employee who has AIDS will be determined to be insubordinate and the refusing employee shall be disciplined accordingly.

27.20 *Procedure*

- A. Discretion should be used by employees to limit their exposure to contagious diseases while performing their assigned duties.
- B. Protective disposable gloves and other infectious disease control materials should be used, if needed, by employees who come in direct contact with blood and other bodily fluids. Employees are required to carry issued protective disposable gloves while on duty where exposure to infectious disease is likely to occur.
- C. Examples of high risk exposure are, but not limited to the following:

1. The handling of bloody or wet items where scratches, cuts or open sores are noticed on the area of contact.
  2. Direct contact with bodily fluids on an area where there is an open sore or cut.
  3. Direct mouth to mouth resuscitation or CPR.
  4. The receiving of a cut or puncture wound as a result of contact with a citizen.
- D. The immediate supervisor will be immediately contacted and an accident report detailing the extent of exposure will be completed.
- E. The employee will contact the designated personnel for information relative to clinical and serological evaluations.

27.21 *Training And Education*

The City of Neptune Beach shall provide an educational program regarding AIDS and other infectious diseases utilizing public health sources, for example, HRS. The programs will include, but not be limited to, handling on-site injuries and exposure to body fluids.

ARTICLE 28 - ENTIRE AGREEMENT

- 28.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Public Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed in any way to restrict the parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.
- 28.2 This Agreement, upon approval and ratification, shall be effective on October 1, 2004, and shall remain in full force and effect through September 30, 2007.
- 28.3 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing. The Union and the Employer may reopen two (2) Articles of their choice excluding Wages, Article 14.1, in 2005 and 2006. It is mutually understood by both parties that negotiations should begin by June 1st of that same year. However, both parties agree that failure to provide written notice by June 1<sup>st</sup> shall not result in the Agreement being automatically renewed without benefit of negotiations. This Agreement shall remain in full force and effect during the period of re-negotiations.

Appendix A - Neptune Beach Pay Plan 10/1/2004 - 09/30/07

Classification	Pay	Salary Range			Salary Range Hourly		
	Grade	Minimum	Midpoint	Maximum	Minimum	Midpoint	Maximum
Laborer I	101	17,784.00	24,856.00	31,928.00	8.55	11.95	15.35
Stormwater Laborer I	101	17,784.00	24,856.00	31,928.00	8.55	11.95	15.35
Utility Laborer I	101	17,784.00	24,856.00	31,928.00	8.55	11.95	15.35
Cashier I	102	18,678.40	26,104.00	33,529.60	8.98	12.55	16.12
Inventory Clerk	102	18,678.40	26,104.00	33,529.60	8.98	12.55	16.12
Laborer II	103	19,614.40	27,410.24	35,206.08	9.43	13.18	16.93
Stormwater Laborer II	103	19,614.40	27,414.40	35,214.40	9.43	13.18	16.93
Utility Laborer II	103	19,614.40	27,414.40	35,214.40	9.43	13.18	16.93
Wastewater Treatment Trainee	103	19,614.40	27,414.40	35,214.40	9.43	13.18	16.93
Cashier II	104	20,592.00	28,783.56	36,975.12	9.90	13.84	17.78
Backflow Prevention Spec.	105	21,632.00	30,227.94	38,823.88	10.40	14.53	18.67
Carpenter	105	21,632.00	30,232.80	38,833.60	10.40	14.54	18.67
Meter Reader/Billing Clerk	105	21,632.00	30,232.80	38,833.60	10.40	14.54	18.67
Accounts Payable Clerk	106	22,713.60	31,744.44	40,775.28	10.92	15.26	19.60
Stormwater Operator	107	23,857.60	33,335.82	42,814.04	11.47	16.03	20.58
Admin. Asst. to Building Official	108	25,043.20	34,998.97	44,954.75	12.04	16.83	21.61
Administrative Assistant	108	25,043.20	34,996.00	44,948.80	12.04	16.83	21.61
Crew Chief	108	25,043.20	34,996.00	44,948.80	12.04	16.83	21.61
Deputy City Clerk	108	25,043.20	34,996.00	44,948.80	12.04	16.83	21.61
Mechanic	109	26,291.20	36,743.72	47,196.24	12.64	17.67	22.69
Lift Station Mechanic	109	26,291.20	36,743.20	47,195.20	12.64	17.67	22.69
Pump Mechanic	109	26,291.20	36,743.20	47,195.20	12.64	17.67	22.69
Water/Wastewater Operator	109	26,291.20	36,743.20	47,195.20	12.64	17.67	22.69
Utility Billing Supervisor/IS Admin.	112	30,430.40	45,323.20	60,216.00	14.63	21.79	28.95
Code Enforcement Administrator	112	30,430.40	45,323.20	60,216.00	14.63	21.79	28.95
Lead Operator	113	31,948.80	47,587.80	63,226.80	15.36	22.88	30.40
Parks & Streets Supervisor	113	31,948.80	47,590.40	63,232.00	15.36	22.88	30.40
Supervisor Distribution & Collection	113	31,948.80	47,590.40	63,232.00	15.36	22.88	30.40
Plants Division Supervisor	114	33,550.40	49,972.00	66,393.60	16.13	24.03	31.92

SIGNATURE PAGE

IN WITNESS WHEREOF, that parties have set their signatures this \_\_\_ day of \_\_\_\_\_, 2004.

FOR THE UNION:

FOR THE PUBLIC EMPLOYER:

\_\_\_\_\_  
William A. Worsham  
Business Manager

\_\_\_\_\_  
Jim Jarboe  
City Manager

\_\_\_\_\_  
Mark Greenwood  
Local 630

\_\_\_\_\_  
Christopher White  
City Attorney

\_\_\_\_\_  
Michael Johnson  
Local 630

\_\_\_\_\_  
Tyrone Peterson  
Local 630

\_\_\_\_\_  
John "Stephan" Steward  
Local 630

ATTEST:

\_\_\_\_\_  
Lisa Volpe  
City Clerk, Neptune Beach

Approved by Council August 2, 2004

(City Seal)