

AGREEMENT

Between

The City of Boca Raton
&

The SEIU, Florida Public Services Union, CTW, CLC



October 1, 2010 – September 30, 2013

ARTICLES OF CONTRACT

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AGREEMENT

THIS AGREEMENT is entered into by the CITY OF BOCA RATON, FLORIDA, a municipal corporation, hereinafter referred to as the "City" and Service Employees International Union SEIU/Florida Public Services Union, CTW, CLC hereinafter referred to as the "Union".

PREAMBLE

WHEREAS, it is recognized by the parties hereto that the declared public policy as expressed in Part II, Chapter 447, Florida Statutes is to promote harmonious and cooperative relationships between the City and its employees, both collectively and individually, and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of City government; and

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement with respect to matters within the scope of negotiations;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

ARTICLE ONE
RECOGNITION

SECTION 1: This Agreement between the City and the Union is entered into for the purposes of establishing wages and other conditions of employment, to promote harmonious relations between the City and the Union, and to establish an orderly and peaceful means for resolving differences which might arise concerning the interpretation or application of this Agreement.

SECTION 2: The terms and conditions of this Agreement shall apply to all Classified Service employees in those positions set forth in Appendix B, Bargaining Unit Classifications. Wherever the term 'employee' is used, it shall mean 'bargaining unit members'.

SECTION 3: Pending a decision of the Public Employees Relations Commission (PERC) on a unit clarification or other petition filed by the City or the Union regarding the bargaining unit, all positions except those specified in Section 2 shall be exempt from the terms of this Agreement. Pending such decision, the City is granted the exclusive right to establish wages and conditions of employment for all positions except those specified in Section 2.

SECTION 4: Expansion of Bargaining Unit.

a) The parties recognize that PERC is the approving authority in all cases of unit determination.

b) In the event a classification(s) not now covered by Section 2 of this Article is created by the employer and provided the parties agree that such classification(s) should be embraced within the bargaining unit; then the employer will provide the Union with a job description of such classification(s).

c) When the parties disagree that the classification(s) should be included in this bargaining unit, the following shall apply:

1) The Union may initiate the proper petition to PERC for a determination of the issue.

2) Employees who may be affected shall have the option of continuing their relationship with the Union or discontinuing their relationship until the issue is resolved by PERC; providing that the employer does not consider the classification(s) as supervisory, managerial, professional or white collar; in this case the employees who may be affected shall be excluded from the bargaining unit.

SECTION 5: In the event the City establishes a new job classification and pay rates within the bargaining unit during the term of this Agreement, the City shall present them to the Union for discussion purposes only. Further, should the City modify an existing job classification during the term of the Agreement, such proposed modification shall be presented to the Union for discussion purposes only. This section shall not be deemed to diminish the City's rights under Article Two, hereof.

SECTION 6: The City agrees to print 200 copies of the Agreement. The Union will share equally in the cost of the printing. The City shall retain 100 copies. The Union shall be provided with 100 copies.

ARTICLE TWO
MANAGEMENT RIGHTS

SECTION 1: The Union and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to determine the mission of the City and its various departments, divisions and other units of organization; set standards of service; establish and implement policies and procedures related to employment, promotions, position classification, take disciplinary action against an employee for just cause, transfer, assign, and schedule employees; subcontract work; merge, consolidate or close a department or any part thereof or expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency, or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations, and departments thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.

SECTION 2: If in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders or hurricane conditions, the provisions of this Agreement may be suspended by the City Manager during the time of such emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

SECTION 3: This Agreement constitutes the sole and entire existing Agreement between the parties and supersedes all prior Agreements, commitments, and practices.

ARTICLE THREE
RIGHTS OF EMPLOYEES

SECTION 1: All employees in the bargaining unit shall enjoy those rights and privileges provided by the laws of the United States of America, the State of Florida, the ordinances of the City of Boca Raton and the Personnel Rules and Regulations. Provided, however, that a claim of violation of any such rights or privileges shall not be subject to the grievance and arbitration procedure contained in this Agreement or set forth in Section 447.401 Florida Statutes; but shall be subject to the method of review prescribed by such applicable law. Provided further that nothing herein shall prohibit or limit the right of the City to legislate or to alter the Personnel Rules and Regulations. Such right to legislate or alter is limited by the obligation of the City to collectively bargain with respect to any change in the wages, hours or terms and conditions of employment specifically provided for in the Agreement.

SECTION 2: Nothing in this Agreement shall require an employee to become or to remain a member of the Union or to pay any monies to the Union. Management or the Union shall not unlawfully discriminate against an employee based on Union involvement or lack of Union involvement.

SECTION 3: Whenever a vacancy in the bargaining unit is to be filled, job announcements for that vacancy will be advertised internally and, as the City deems appropriate, externally.

SECTION 4: Nothing in this Agreement shall be deemed to limit the rights of any employee to consult on any matter not grievable with any supervisory or managerial official via the appropriate chain of command provided such consultations shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the City and the community. Such

discussions shall not include any item reserved to the City in Article 2 hereof. In this regard, the employee may be represented by a person of choice provided, however, if such person is a union steward, such representation shall be in accordance with the provisions of Article 4 hereof.

SECTION 5: Any employee who feels improperly classified may request an audit of his position to the Human Resources Director via his immediate supervisor.

SECTION 6: Whenever the City determines an employee is to be administered discipline, said discipline will be taken within a reasonable period of time of the date of the occurrence of the incident which gave rise to the discipline.

SECTION 7: The City will provide employees with requested copies of materials contained in their personnel file at no cost to the employee or his/her designated representative.

SECTION 8: Bargaining unit members shall have the option to place a written rebuttal into their personal file in response to any negative document placed therein. Bargaining unit members shall have the right to inspect their personnel files.

SECTION 9: Bargaining unit members shall have the right to have a Union representative present at meetings with management as provided by law including questioning that involves discipline or may lead to discipline.

ARTICLE FOUR
UNION REPRESENTATION

SECTION 1: The Union, as representative of the employees in the bargaining unit covered by this Agreement, shall have the right to present its views to the management of the City on matters of concern either orally or in writing.

SECTION 2: The City agrees to recognize the president and one other Officer or staff representative, a chief steward and seven (7) stewards designated by the Union as provided in Section 3 of this Article. The Union shall furnish written notice to the City Manager of such Union officials and stewards prior to becoming effective.

SECTION 3: The Union may designate one chief steward from among the regular full-time employees and a total of seven (7) stewards from among the regular full-time employees in each of the following departments and/or divisions:

- | | |
|------------------------|---|
| 1) Recreation Services | 3 |
| 2) Utility Services | 2 |
| 3) Municipal Services | 2 |

SECTION 4: The Chief Steward or other Union Steward shall be permitted reasonable access at reasonable periods of time to all work locations of unit members upon approval of the Department Head of the concerned divisions to handle specific grievances and matters of application and interpretation of this Agreement. The exercise of such rights shall not interfere with the performance of the duties of any City employee. Such rights will not be granted to the Chief Steward and other Union Steward while they are receiving compensation from the City. The Chief Steward or other Union Steward may request and will be granted time off without compensation from

City funds in order to investigate grievances and matters of application or interpretation of this Agreement. The City may deny such time off where excess time off is taken.

SECTION 5: A steward shall be allowed to attend meetings scheduled by management to hear or resolve grievances filed in accordance with Article Thirteen without loss of compensation when such meetings are scheduled during the steward's regular working hours.

SECTION 6: An employee may request that a union steward be present during any disciplinary investigations in which the employee is being questioned relative to alleged misconduct of the employee or of other employees. Employees who decline to participate in such investigative interviews without the presence of union representation shall not be subject to disciplinary action. The City shall make an effort to inform the employees of their right to union representation. If the City fails to advise the employees of their right to representation, it shall not be grievable or in any way mitigate whatever disciplinary action is taken.

SECTION 7: There shall be created a Union Time Pool. Each bargaining unit member shall be allowed to voluntarily contribute, twice annually, as designated by the Union, annual leave, or compensatory time for Union business. This time may be used for Union business upon request by the Union Stewards. A written request for the Union time pool shall be submitted to the department head or the designee in advance of the requested time off for union business away from the City, grievance investigation, arbitration, Civil Service Board hearings or any other Union business. Written approval must be received in advance.

ARTICLE FIVE
NON-DISCRIMINATION

SECTION 1: The City and the Union agree not to engage in any discriminatory activity prohibited by law.

SECTION 2: A claim of discrimination by an employee against the City shall not be subject to the grievance or arbitration procedures contained in this Agreement, but shall only be subject to the method of review prescribed by law or by rules having the force and effect of law.

SECTION 3: The Union agrees to support the Equal Employment Opportunity Plan.

SECTION 4: All references in this Agreement to the male gender are used for convenience only, and shall be construed to mean both male and female employees.

ARTICLE SIX
DUAL EMPLOYMENT

Dual employment outside city government is defined as business engaged in or services rendered on behalf of any employer other than the City of Boca Raton for which the employee receives some form of compensation. Dual employment outside city government during those hours in which the employee is required to work by and for the City is prohibited. However, such employment may be performed at times other than the employee's working hours provided it does not interfere with the ability or availability of the employee to perform assigned duties; and provided that such employment shall not involve an activity that could result in a conflict of interest.

On a form agreed to by the Union and provided by the City, employees must advise the City in writing prior to engaging in dual employment. All reports shall specify the organization where the dual employment will be performed, the nature of the work to be performed, the hours, and the duration of the employment.

Reserve military duty shall be exempt from this policy and shall not be considered as dual employment.

Employees currently engaged in dual employment shall report such activity to the City Manager within thirty (30) days of the effective date of this Agreement.

ARTICLE SEVEN
PROHIBITION OF STRIKES

SECTION 1: No employee, Union or officer or agent shall instigate, promote, sponsor, or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement except as to the question of fact.

SECTION 2: In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer regardless of reasons for doing so, the Union shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

SECTION 3: The employees and the Union, individually and collectively, found to be in violation of this Article shall be liable for any damages or costs which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this Article, in accordance with law.

ARTICLE EIGHT
DUES DEDUCTION

Upon the written authorization of an employee the City agrees, for the term of this Agreement or the effective period of this Agreement, to deduct from the wages of each employee the sums certified as union dues, and COPE (Committee on Political Education) contributions before the seventh (7th) of the following month, transfer the sums electronically, to the Union Treasurer, with a list of individuals who have paid and the amount paid in each category for that period. Such deductions shall not be made unless the Union remains the certified bargaining agent. If any employee does not have a check due him/her, or the check is not large enough to satisfy the assignments, no collection shall be made from the employee for that month.

Individual employees desiring dues to be withheld from their paycheck shall sign a standard form witnessed by an authorized officer of the Union, indicating their desire. It is understood that any authorization for such payroll deductions shall be voluntary on the part of the employee and may be canceled upon thirty (30) days written notice to the City.

The form authorizing the deduction of dues and the form canceling the deduction of dues shall be the form agreed to between the parties hereto. The agreed upon form shall be furnished to the employees by the Treasurer of the Union.

Such fees will be authorized, levied, and certified in accordance with the Constitution and by-laws of the local Union. Each employee and the Union hereby authorize the City to rely upon and to honor certifications by the Secretary/Treasurer of the local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in

carrying out such deductions, and upon forwarding check in payment of such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE NINE
BULLETIN BOARDS

SECTION 1: The Union shall be authorized to utilize a bulletin board or portion of a bulletin board in each area where unit employees normally are assigned to work. These bulletin boards shall be used for posting Union notices signed by a recognized steward or Union Representative, but such notices shall be restricted to the following:

- a) Notice of Union recreational and social affairs.
- b) Notice of Union elections and results of such elections.
- c) Notice of Union appointments and other official Union business.
- d) Notice of Union meetings. Copies of such notice shall be provided to the City Manager within twenty-four (24) hours of posting.

SECTION 2: Any other information may be posted on designated bulletin boards only upon the prior approval of the City Manager. All costs of preparing and posting Union materials shall be borne by the Union. The Union is responsible for posting and removing approved materials on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

Any Union violation of this Article shall entitle the City to suspend the rights provided under this Article.

ARTICLE TEN
SAFETY AND HEALTH

SECTION 1: The City will make every reasonable effort to provide and maintain safe working conditions. The City will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Within fifteen (15) days the City shall give a written reply regarding the disposition of such recommendation.

SECTION 2: The City shall provide uniforms, tee shirts, hard hats, gloves, and portable radios when required, and shall replace, upon presentation, worn or damaged articles, provided that the City will not be responsible for replacement or repair of property other than that issued by the City, unless specifically excluded elsewhere in the Agreement. However, equipment or uniforms issued by the City which are damaged or lost through negligence will be replaced at the employee's expense at the original or replacement cost to the City, whichever is less. The first time an employee loses or damages City equipment or uniforms through negligence, the employee, in addition to paying for the item, will receive an oral reprimand. For future losses, in addition to paying for items lost or damages, progressive discipline will apply. Employees are required to wear uniform items and equipment supplied by the City during all work hours and are also required to wear safe/appropriate clothing items. Employees who fail to wear required uniforms or work clothing in an appropriate manner during work hours will be subject to disciplinary action, unless they receive written approval from a department head to wear other clothing.

SECTION 3: All equipment or uniforms provided by the City shall be returned to the City upon termination of employment, or transfer to work where such is not required. Failure to turn in equipment at the time of termination shall result in the City deducting the equipment replacement value from the employee's pay.

SECTION 4: Those employees of Ocean Rescue who are assigned to lifeguard duties will be provided adequate protection from sun and weather by the City. In addition, the City agrees to provide goggles, sunscreen lotion, bathing suits, and winter jackets as required by the department for those assigned to actual Ocean Rescue and Aquatics duties. All lifeguards shall receive a \$60 annual sunglass allowance.

Park Rangers and motor pool employees shall be provided with winter jackets and sunscreen as needed and approved by the Department Head. In all instances when an employee requests a new winter jacket they must supply the used jacket in order to demonstrate the need for a replacement.

SECTION 5: The City agrees to give good faith consideration to proposals regarding specific lines of responsibility in the event of shark attack, drownings, airplane disasters, diving or boating accidents, and roadway accidents from a management/labor committee to be established for the specific purpose of improving working conditions and worker efficiency. The committee shall consist of five (5) members of management to be appointed by the City Manager and five (5) members of the Union to be appointed by the Union President.

SECTION 6: When an employee's on-the-job injury temporarily prevents him/her from performing the full scope of his/her assigned duties, the Department Director, at his/her discretion, may elect to assign him/her to other duties in the City that are compatible with the employee's physical limitations, as determined by the City's doctor. The City of Boca Raton is a light duty employer pursuant to the Florida Workers Compensation Statute. An employee shall accept a light duty assignment within the limitations provided by their physician to the City, unless on approved FMLA.

SECTION 7: A labor-management committee consisting of two members appointed by the Union and two appointed by the City Manager shall convene to develop a list of specialty tools recommended for access by employees required to use such tools. The list shall be presented to the City Manager who shall make the final determination on the composition of the list. The City will purchase and maintain one each of such tools except where frequency of use indicates that the purchase of a duplicate tool would enhance the efficiency of the department garage.

SECTION 8: The City's Safety Committee and Accident Review Board shall include two (2) dues paying Union members appointed by the Chief Steward. The Union shall rotate the Union membership on the Accident Review Board each year on October 1st.

SECTION 9: Employees shall refrain from using any personal information and/or communication device while on duty. As an exception, employees may use cell phones for emergencies and other urgent matters. Employees are prohibited from using any electronic device, including but not limited to cell phones which includes texting and computers, while operating a City vehicle or other City equipment. Any infraction of this section will result in disciplinary action.

ARTICLE ELEVEN
PROBATIONARY PERIOD

SECTION 1: All initial probationary employees in the Classified Service shall be considered in probationary status during an initial 365 calendar day probationary period of continuous, uninterrupted service. The City Manager may extend the probationary period of an employee for good and sufficient reason, not to exceed 60 calendar days. The probationary period shall be regarded as an intrinsic part of the examination process and shall be utilized for observing the employee's performance and adaptation to City employment.

During this probationary period, employees shall be subject to dismissal without the filing of specific charges, and shall not have access to any grievance or appeal procedure for disciplinary matters. A terminated probationary employee may request and will be granted an exit interview with his/her immediate supervisor to discuss the basis for termination. It shall be incumbent on all supervisors to carefully review performance of all probationary employees and to recommend removal of personnel with less than satisfactory performance from their positions prior to the end of the probationary period.

Only after the satisfactory completion of the probationary period, which shall be made a matter of record in the employee's personnel file, shall the employee attain permanent status in the Classified Service. Certification of satisfactory completion of probationary periods shall require the written approval of the City Manager or his or her designee(s).

SECTION 2: Whenever an employee in the Classified Service is appointed to a different classification, the employee shall be required to serve a 180 calendar day probationary period of continuous uninterrupted service in the new classification before attaining permanent status in the new classification. Employees holding permanent status in the Classified Service shall retain

their rights during this period; provided, however, that when an employee is promoted and subsequently demoted prior to attaining permanent status in the higher classification, such demotion shall not be grievable or appealable to the Civil Service Board. Probationary employees who are appointed to a different classification during their initial probationary period shall not attain permanent status in the Classified Service until they have served 180 calendar days of continuous service in the new appointment.

SECTION 3: Employees appointed to a position in a Trainee status shall not have the time served in that status credited to the required probationary period.

SECTION 4: Initial probationary employees may be union members. In addition, they shall enjoy the economic benefits provided in this Agreement and have access to the grievance procedure as provided by this Agreement, except that they shall not have the right to grieve discipline or dismissal actions.

ARTICLE TWELVE

SENIORITY

SECTION 1: Seniority shall consist of continuous accumulated paid service as follows:

a) City seniority shall be computed from the most recent date of employment or reemployment, and shall be used for purposes of scheduling vacation or lay-off.

b) Classification seniority shall be computed from the date of appointment in classification, and shall be used for purposes of bidding on shift.

SECTION 2: Layoffs. When a position in the classified service is vacated, discontinued or abolished because of a lack of work, or funds, or material ban, or a change in the duties and responsibilities of the position or in the departmental organization, the City Manager shall notify the Human Resources Director and the Union of the positions to be vacated, discontinued or abolished, together with the reasons therefore.

Upon receiving such notice, the Human Resources Director shall, as soon as possible, furnish in writing to the City Manager and the Union the names of employees to be laid off in the following order:

a) Layoffs shall be selected within a classification. No employee in the affected class with permanent status in the classified service shall be laid off if an employee who does not hold permanent status in the classified service would continue to serve in the class. The order of layoff among employees who do not have permanent status in the classified service shall be discretionary with the City Manager. Within the class, all employees who have permanent status in the classified service shall be ranked on a layoff list based on the total number of service credits. Service credits shall consist of one (1) point for each month of continuous City employment.

Continuous employment shall include any period of authorized absence with pay. However, no credits shall be awarded for periods during which an employee was rated unsatisfactory, as evidenced by an official performance evaluation.

b) The layoff list shall be prepared by totaling service credits and ranking the employees within the class in order, placing the employees within the class in order, placing the employee with the lowest number of credits at the bottom of the list. Layoff shall be in inverse order beginning at the bottom of the list. The total number of positions in the class to be discontinued or abolished will determine the number of employees to be laid off.

c) Should two (2) or more employees have the same number of service credits, the order of layoff shall be determined by giving preference for retention in the following sequence:

- 1) The employee with the longest service in the class.
- 2) Employees who are entitled to veteran's preference.
- 3) The employee with the highest average overall performance rating in the current class.
- 4) Discretion of the City Manager.

SECTION 3: Notice of Layoffs. The City Manager, upon recommendation of the Human Resources Director, shall notify the employee(s) to be laid-off. Notification of layoff shall be in writing, shall indicate the day such layoff becomes effective and, whenever possible, shall precede the actual layoff date by two weeks, and but in no case shall less than one week elapse between notice of layoff and the date such layoff begins. Termination of employment as a result of layoff shall not be appealable to the Civil Service Board.

Laid-off employees shall have recall rights for a period of twelve (12) months from the date of the layoff. No new employees may be hired for a position where a laid-off employee is still in

layoff status. Employees shall be recalled in the inverse order of the layoff in their job classification. The City shall recall employees via a written document using the US Mail service. Recall letters shall be sent certified, with a return receipt requested. Employee shall have ten (10) business days to respond to the recall letter. A laid-off employee who is temporarily unable to return to work due to medical reasons (as verified by the City paid physician) shall receive an extension of recall rights not to exceed four (4) months.

SECTION 4: Shift Bidding. On or about October 1 of each year, the certified Water Plant and Wastewater Plant operators may bid for established shift assignments at their respective facility, based upon classification seniority. The certified operator with the greatest length of classification seniority shall select first and the process shall continue until all operators have been assigned to a shift. It is understood that management reserves the right to designate lead operators as well as the shift said employees shall be assigned. Nothing herein shall be construed to prevent the department from assigning or transferring employees involuntarily for the purpose of filling vacancies.

SECTION 5: Classified employees with permanent status who are assigned to shifts which include Saturday and Sunday may request reassignment to vacancies in their job classification, which are on shifts, which do not include Saturday and Sunday. Provided that the employee's current job performance has been satisfactory and provided that the employee is qualified to perform the full scope of duties assigned to the requested position, employees shall be appointed to the requested positions when such vacancies arise and the City announces its intent to fill them. If more than one employee requests the same assignment, the appointment shall be given to the requesting employee with the most classification seniority.

ARTICLE THIRTEEN
GRIEVANCE PROCEDURE

SECTION 1: The following is the procedure for the resolution of grievances, which are defined as disputes involving the interpretation or application of this Agreement and disputes involving discharge, suspension, involuntary demotion, written reprimand, oral reprimand, or an overall unsatisfactory performance evaluation. However, oral reprimands, may only be grieved through Step 2, at which point the grievance response is final and binding and not subject to any further appeal. Performance evaluation may only be challenged if;

- A) The overall rating is requires improvement; and
- B) It is alleged that the evaluation is arbitrary, capricious, or based on factors other than performance; and
- C) The evaluation does not cover a period of time during which the employee was on probationary status.

SECTION 2: Every effort shall be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limit may be advanced to the next step. Time limits provided herein may be extended if mutually agreed upon in writing by management and the grievant, or the union representative if the grievant exercises the option of union representation. For the purposes of this Section, weekday shall mean Monday through Friday, exclusive of City observed holidays.

SECTION 3: The parties agree that the grievance procedure shall be the sole and exclusive method, except as otherwise provided, for resolving any dispute involving the application or

interpretation of this Agreement, or any matter involving discharge, suspension, or involuntary demotion, provided that any employee may, at the employee's option, pursue a grievance over discharge, suspension or involuntary demotion through the procedures of the Civil Service Board rather than through this grievance procedure. Involuntary demotion appointments resulting from reclassification shall not result in a reduction in pay to the incumbent and shall not be grievable or appealable. An employee may utilize the grievance procedure provided for in Section 4 or may utilize the Civil Service procedure, but not both. An employee utilizing the grievance procedure of Section 4 shall by such action conclusively abandon any right to Civil Service Board procedures

SECTION 4: The grievance shall be presented in the following manner:

Step 1. The employee or Union Representative shall first present the grievance to the employee's immediate supervisor within ten (10) workdays of the occurrence of the event(s), which gave rise to the grievance. Such contact between the employee or Union Representative and the immediate supervisor may be on an oral basis, but shall be specifically identified as a grievance by the employee or Union Representative and noted by the immediate supervisor. The immediate supervisor shall respond in writing within ten (10) workdays of hearing the grievance.

Step 2. Any grievance that cannot be satisfactorily settled with the employee's immediate supervisor shall be reduced to writing by the employee or Union Representative and shall next be presented to the employee's division head. The grievance must be presented to the division head in writing within ten (10) workdays of the immediate supervisor's reply. The written grievance at this step and all steps thereafter shall contain the following information:

- 1) A written statement of the grievance, including date of occurrence, and details and facts upon which the grievance is based.
- 2) The Article and Section of the Labor Agreement alleged to have been violated.

3) The action, remedy, or solution requested by the employee or Union Representative.

4) The signature of the aggrieved employee or Union Representative. The division head shall render a decision on the grievance, in writing, within ten (10) workdays after presentation of the grievance.

Step 3. Any grievance that cannot satisfactorily be settled with the division head shall next be presented to the department head or his designee. The grievance as specified in writing in Step 2 shall be presented to the department head or his designee within ten (10) workdays after receipt of the response of the division head. The department head or his designee shall within ten (10) workdays render a decision in writing.

Step 4. In the event the employee is not satisfied with the disposition of the grievance by the department head or his designee, the employee or Union Representative shall have the right to appeal the decision to the City Manager within ten (10) workdays of the date of issuance of the department head or his designee's decision. Such appeal must be accompanied by the filing of a copy of the original grievance. The City Manager shall within fifteen (15) workdays of the appeal render a decision in writing.

SECTION 5: If a grievance arises from the action of an official higher than the Step 1 management representative, the grievance may be initiated at Step 2, 3 or 4, as appropriate, by submitting the grievance within the time limits established for Step 1. The grievance shall be signed by the aggrieved employee(s) or the representative of the Union.

SECTION 6: The provisions of this Article shall not apply to temporary employees.

SECTION 7: Representation of an employee by the Union in the grievance procedure shall be in accordance with Chapter 447, Florida Statutes.

SECTION 8: When a grievance is filed at or appealed to Step 3 or Step 4, at the request of either party, the parties shall discuss the grievance prior to the issuance of a management response.

SECTION 9: In the event the employee meets with the City Manager/Designee to discuss the disciplinary action, the scheduled meeting shall serve as Step 4 of the grievance process.

ARTICLE FOURTEEN

ARBITRATION

SECTION 1: In the event a grievance processed through the grievance procedure as provided for in this Agreement has not been resolved, an employee directly, or through the employee's union representative, may refer the grievance to arbitration by notifying the City Manager in writing. Such notification shall be made in writing within fifteen (15) calendar days after the City Manager renders a written decision on the grievance or within fifteen (15) calendar days following the expiration of the time limit provided for the City Manager's response in Step 4 of the Grievance Article, whichever is sooner. Nothing herein shall prohibit the extension of time mutually agreed to in writing by the parties.

SECTION 2: Within fifteen (15) calendar days from the date of receipt of the arbitration request, the parties will meet at the prearbitration conference to consider means of expediting the hearing by reducing the issues to writing, stipulating facts, authenticating proposed exhibits, and exchanging lists of proposed witnesses and suggested names of arbitrators. The arbitrator may be any person mutually agreed upon between the parties.

SECTION 3: In the event that the parties are unable to agree upon an arbitrator within ten (10) calendar days after the prearbitration conference, the parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) to submit a list of seven (7) names and resumes of arbitrators. Either party may reject one panel. From the lists so submitted, the parties shall alternately strike names from the list, with the party requesting arbitration striking first. When the name of one-person remains, said person will serve as arbitrator. Within fifteen (15) days of receipt of the names and resumes, the parties shall meet to select an arbitrator as described above. All arbitration hearings, unless mutually agreed otherwise, shall be held in Boca Raton, Florida.

SECTION 4: The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendments thereto. The arbitrator shall not have authority to consider any matters not defined as a grievance in this Agreement nor any grievance which has not been processed in accordance with the provisions of this Agreement, provided that the arbitrator shall have within his or her authority the determination as to whether a dispute is a proper grievance as defined herein and/or has been processed in accordance with the terms of this Agreement. Any such arbitrability disputes shall be resolved first, and if the arbitrator determines that the dispute is not arbitrable under the terms of this Agreement, the hearing shall be closed. Absent such a finding, the hearing shall proceed on the merits of the case. The arbitrator shall have no authority, power or jurisdiction to construe a provision of law, statute or provision of this Collective Bargaining Agreement to result in, obligate or cause the City to have or bear any extraordinary expense, debt, cost or liability which would result directly or indirectly in the City exceeding amounts specifically appropriated for such by the City Council. Any such award, which contravenes or is not in compliance with the provisions of this paragraph, shall be null and void.

SECTION 5: The arbitrator's award shall be made within thirty (30) calendar days after the conclusion of the arbitration hearing or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to an extension. The award shall be in writing and signed by the arbitrator. The arbitrator shall deliver a copy to each party personally or by registered mail, unless the parties mutually agree otherwise. The arbitrator's award, consistent with the provisions of this Article, shall be final and binding on both parties. The provisions of any valid award shall be complied with within a reasonable period of time.

SECTION 6: Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The arbitrator's fee and any other expenses, if any, shall be equally divided between the parties, including the cost of a transcript. Nothing in this

Section shall require the Union to bear the expenses provided for in this Section when the arbitration request is made without the concurrence of the Union.

ARTICLE FIFTEEN
LEAVE OF ABSENCE

SECTION 1: Leave of absence without pay for a period not to exceed six (6) months shall be requested in writing and may be granted at the sole and exclusive discretion of the City Manager.

SECTION 2: The City Manager retains the right to establish conditions and limitations on any leave of absence, which may be granted.

SECTION 3: Upon expiration of the approved leave of absence, the employee shall return to the job classification and rate of pay held on the effective date of leave. Failure to return to work shall be considered grounds for dismissal.

SECTION 4: Leave of absence without pay for one (1) month or more shall cause the anniversary and seniority dates, as provided elsewhere, to be deferred for an equivalent amount of time.

SECTION 5: No sick or annual leave will accrue during period of absence; however, no accumulated benefits will be lost.

SECTION 6: The City's portion of an employee's group medical, surgical and hospitalization insurance premiums shall continue to be paid by the City during an approved leave of absence if the employee pays the City such amount during the month in which the premium is due.

SECTION 7: In the event a leave of absence is granted due to an illness and the employee is unable to return to work at the expiration of the leave of absence due to continued

illness, the provisions of Section 6 of this Article may be extended for a period not to exceed an additional six (6) months, provided that the insurance carrier does not prohibit such extension.

ARTICLE SIXTEEN

ANNUAL LEAVE

SECTION 1: Full-time employees shall accrue annual leave during active pay status on the following basis:

0 through 5 full years	8 hours per month
More than 5 but less than 10 full years	10 hours per month
More than 10 but less than 15 full years	12 hours per month
15 full years and over	14 hours per month

SECTION 2: Paid annual leave may not be taken during the initial 180 calendar days of a bargaining unit member's employment.

SECTION 3: Employees may accrue annual leave to a maximum of 360 hours.

SECTION 4: Upon separation from City employment, employees shall be entitled to compensation for any earned but unused annual leave and compensatory leave. The provisions of this Section do not apply to employees who terminate prior to completion of 365 calendar days of employment, but shall apply to employees entering military service.

SECTION 5: If workload permits, employees may request application of unused vacation for any nationally recognized religious holiday associated with the religious faith of the employee, which occurs on a normal workday.

SECTION 6: Employees shall continue to accrue annual leave credits during absence from work as a result of a compensable job incurred injury or illness while the employee is utilizing annual leave or sick leave.

SECTION 7: Employees shall be entitled to schedule three (3) weeks of annual leave consecutively provided the City is given a minimum of thirty (30) days advance notice of the leave request and provided further that it would not be necessary to hire a temporary replacement.

SECTION 8: Within each division or section, a vacation request calendar shall be distributed from January 1st to February 15th. Vacation requests for the year shall be scheduled during this time period on a seniority basis with the most senior employee receiving first preference. Only one (1) continuous block of vacation time shall be scheduled during this sign-up period. Other vacation requests shall be made twenty-four (24) hours prior to the date(s) requested and shall be scheduled on a first come, first serve basis as approved by the Department Head. The Department Head/Designee may approve vacation requests with less notification than twenty-four (24) hours, as long as the approval does not disrupt City services.

SECTION 9: Each permanent employee shall be permitted to cash out up to twenty-four (24) hours of Annual Leave, in one (1) lump sum each fiscal year. Rules governing this cash out will be established by the Financial Services Department.

ARTICLE SEVENTEEN

SICK LEAVE

SECTION 1: Sick leave shall be granted upon approval of the employee's department head or department head's designee to any full time employee contracting any illness, or disability which renders such employee unable to perform the duties required by the City or as provided in Section 4 of this Article.

SECTION: 2.: Full time employees shall accrue eight (8) hours sick leave per month from the date of employment, provided that only those months during which the employee has been in a paid status three-quarters (3/4) or more of his regular workdays shall be counted. Sick leave shall be charged by the actual hours used.

SECTION 3: Employees shall notify the department head or designee of illness or disability, which occurs prior to the scheduled starting work time in accordance with departmental policy. The expected period of absence must be stated. When illness or disability occurs during work hours, the employee shall notify the department head or designee as soon as possible.

SECTION 4: Forty (40) hours of sick leave time as provided for in this Article, may be used per contract year for illness or disability in the employee's immediate family. An employee on approved Family Medical Leave Act Leave (FMLA) may utilize accrued sick leave for this purpose. For the purpose of this Section, immediate family shall consist of the employee's spouse and dependent children or parents.

SECTION 5: A medical certificate, signed by a licensed physician, shall be required to substantiate a request for sick leave when:

a) The employee has had six occurrences, in any continuing twelve-month period. (An occurrence means a separate unconnected illness/injury of a full shift or more; occurrence does not include a prescheduled and pre-approved medical or dental appointment wherein the employee provided advance notice of such absence. Pre-approved shall mean supervisory approval on an official leave slip. The employee shall present such certificate after three (3) days of returning to work after the sixth occurrence and thereafter or the employee shall be considered in a leave without pay status after the sixth occurrence and for each occurrence thereafter.

b) A supervisor suspects abuse of sick leave because of unusual circumstances or a developing pattern (e.g., frequent sick leave usage of less than one shift in a continuing twelve month period, employee denied annual leave and subsequently claims illness, etc.) The supervisor shall inform the employee that a doctor's excuse will be required in order to "approve" any further use of sick leave. Such requirement shall be reviewed by the Human Resources Director at the end of three months to determine if and for how long it is necessary that it continue;

c) The illness occurred while the employee was on vacation leave and a request is made to credit sick leave instead of vacation;

d) An employee has been absent from work for more than five consecutive workdays.

SECTION 6: In each year, earned but unused sick leave over 960 hours as of October 1 shall be cashed out to each eligible employee at the rate of 50%. Upon an employee's permanent separation from the City, or upon his death, an employee or his beneficiary shall receive payment, up to 960 hours, for the employee's accumulated sick leave according to the following schedule:

Continuous Years of Service	Percent of Accumulated Sick Leave
More than 2 full years, but less than 5 full years	10%
More than 5 full years, but less than 10 full years	20%
More than 10 full years	30%
Upon Retirement	50%

Retirement shall include retirements as defined in the General Employee's Pension Plan, provided however, an employee who participates in the Deferred Retirement Option Plan(DROP) shall not be paid out for unused sick leave until such employee concludes his/her DROP participation and ceases employment with the City.

SECTION 7: The parties agree that employee absenteeism or lateness hinders the cost efficient delivery of service by the department and creates a hardship for both management and members of the bargaining unit. The Union will urge its members to reduce absenteeism and lateness. When it is determined that an employee has engaged in a pattern of abuse/excessive absenteeism or lateness, the following administrative controls may be imposed:

a) The employee may not use annual leave in place of or in conjunction with sick leave, unless all sick leave is exhausted. Pre-scheduled doctor and dental appointments that have been approved at least one week in advance will not count against an employee's annual performance rating.

b) No leave without pay may be utilized in conjunction with sick leave, unless all sick leave, floating holidays, annual leave, and compensatory time are exhausted.

c) The City may elect to send the employee to the City Physician, or other Physician designated by the City, to verify the reported illness if deemed necessary by the employee's supervisor and the Human Resources Director or his/her designee. Such examinations shall be at the City's expense.

SECTION 8: A) Employees who report for work one minute beyond the scheduled starting time of the shift shall be considered late. Employees who report to work more than seven (7) minutes or more beyond the scheduled starting time shall be considered late and shall have that time, from the scheduled start time of the employee's shift to the time of the employee's actual arrival, deducted from his/her pay in quarter hour increments. Employees who are assigned to work seven (7) minutes or more minutes beyond the end of their shift shall be paid at their appropriate rate of pay in quarter hour increments. Employees shall be disciplined for excessive occurrences of lateness, not including sick leave, based on a rolling eighteen (18) months, as follows:

OCCURRENCE	DISCIPLINE
6 th occurrence of lateness in a continuing 18 month period	Counseling
7 th occurrence of lateness	Oral Reprimand
8 th occurrence of lateness	Written Reprimand
9 th occurrence of lateness	1 Workday Suspension Without Pay
10 th occurrence of lateness	2 Workday Suspension Without Pay
Further Occurrences of lateness	Suspension/Termination

- B) Employees who have not called in or reported to work by the end of one hour after their scheduled starting time will be considered Absent Without Leave (AWOL) and may be subject to discipline.
- C) Employees who have multiple failures to clock in or out shall be disciplined.

SECTION 9: It is understood that the clock designated by an employee's supervisor to record arrival and departure shall be the clock against which timely reporting for work is measured. If, at any time, that time clock is deemed inoperative, the immediate supervisor will advise employees of the clock to be utilized in lieu of the regularly designated clock. Employees are not to punch their time cards or perform any work for the City at times, which are more than seven (7) minutes in advance of their scheduled starting time or more than seven (7) minutes after the scheduled quitting time except when specifically directed by a supervisor. Employees that clock in prior to seven (7)

minutes before the start of their shift or clock out later than seven (7) minutes after the end of their shift will be paid for the time, however, employees must have prior approval by their supervisor in order to work additional seven (7) minutes or more time prior to or after their scheduled shift. Failure to secure pre-approval of their supervisor will result in appropriate disciplinary action. Employees on a task assignment may be required to clock in prior to their regular start time of 7:00 a.m. if instructed to do so by a supervisor.

When an employee is assigned by or is discussing work early with his supervisor, contributing to his forgetting to clock in or out, no discipline will be given.

SECTION 10: Any employee who, at the end of his/her anniversary year, has an absenteeism record of no more than two (2) occurrences with a maximum of twenty four (24) hours of absenteeism, shall, for the purpose of evaluations, be considered to have a clean attendance record regarding hours and occurrences. This provision does not apply to lateness, which may negatively impact the employee's attendance score.

ARTICLE EIGHTEEN

FUNERAL LEAVE

SECTION 1: In the event of the death of the mother, father, foster parent, stepchildren, brother, sister, husband, wife, son, daughter, grandparent, grandchildren, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepparent, or spouse's grandparent of an employee, such employee shall be entitled to paid funeral leave for the purpose of attending or arranging for, the funeral of said relative for a period of time not to exceed three (3) workdays for any one death.

SECTION 2: If it is necessary for the employee to leave the state in connection with a death for purposes limited in Section 1 of this Article, up to five (5) workdays may be allowed.

SECTION 3: An employee on funeral leave provided in this Article shall be paid for such hours, which he would normally be scheduled to work.

SECTION 4: The City reserves the right to require documentation supporting compliance with the provisions of this Article after the employee returns to work.

SECTION 5: The provisions of this Section shall not apply to employees who fail to contact the employer prior to taking such leave or as soon as possible thereafter. Upon request, the employee shall provide proof of the relative's death to be eligible for this benefit.

ARTICLE NINETEEN

MILITARY LEAVE

SECTION 1: An employee who is a member of a military reserve unit and who must attend field training sessions is entitled to leave of absence not to exceed thirty (30) days each calendar year at the employee's regular rate of pay.

ARTICLE TWENTY

JURY LEAVE

SECTION 1: In the event employees are summoned for jury duty, they shall receive straight time pay for the hours required to be absent from their currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of their regular scheduled workday are expected to report to work when excused or released by the court and there are three (3) or more hours left in the employee's scheduled work day/ shift.

SECTION 2: Court time is that time an employee is required to appear in court or give a deposition as a result of action taken within the scope of employment where the City is a party or where the City or State is prosecuting a criminal or traffic infraction. The employee shall receive his normal rate of pay for all court time.

SECTION 3: No witness or subpoena fees will be accepted by an employee for an appearance. Employees will be entitled to a mileage allowance as per City Travel policy to and from employees place of residence for a required court appearance outside the City limits of Boca Raton, unless a travel fee is paid by said Court or unless transportation is provided by the City. Employees will be permitted to accept deposition fees from private attorneys.

SECTION 4: Employees working 2nd and 3rd shift shall not be expected to report to work on days when they serve on jury duty.

ARTICLE TWENTY-ONE
DISABILITY LEAVE OF ABSENCE

SECTION 1: Disabilities Compensable under Worker's Compensation Law.

a) Whenever an employee is totally disabled from duty for a period of no more than seven (7) calendar days because of an injury determined to be compensable under the provisions of the Worker's Compensation Law, the employee shall be entitled to full regular pay. If the period of disability is greater than seven (7) calendar days, the employee may elect to receive accrued sick, annual and compensatory leave in accordance with the employee's regular hourly wage, to the extent that such combined leave, Worker's Compensation and Social Security benefits equal the employee's regular weekly salary.

b) Any permanent, full-time employee in the classified service who is injured in the performance of his/her duty may request a disability leave of absence with full pay for a period not to exceed three months. Leave as outlined in this subsection shall not be available as a matter of right, and shall not be granted until the affected employee has exhausted all accrued sick, annual, and compensatory leave credits. Disability leave with full pay shall be granted only with the approval of the City Manager. Sick and annual leave credits shall not accrue during the period of an approved disability leave with pay. An employee's seniority and merit review date shall be advanced one day for each day the employee is in a disability leave status. The employee's entitlement to pay under this provision shall not exceed the difference between benefits received from Worker's Compensation or Social Security and the employee's regular rate of pay. The City Manager shall also require and obtain sufficient medical justification from a physician selected by the City prior to approving a request for disability leave with pay, and may require additional physical examinations for disability leave with pay, and may require additional physical examinations during the period of such approved leave to determine if the employee is able to resume regularly assigned duties or such other duties as may be deemed appropriate. Prior or subsequent to the expiration of the

disability leave with pay provisions set forth herein, employees may request a leave of absence without pay not to exceed six (6) months in accordance with Article 15, hereof.

SECTION 2: Disabilities Not Compensable Under Worker's Compensation Law.

Full-time, permanent employees in the classified service who are totally disabled from performing their duties as a result of a non-work related disability, which for female employees shall include pregnancy, may utilize their sick leave and/or request a leave of absence without pay for the period of their disability, but such leave shall not exceed six (6) months. Such leaves shall be requested in accordance with Article 15, hereof.

SECTION 3: When the City Manager has reason to believe that an employee is unable to perform assigned duties due to physical illness or injury or mental illness, the employee may be required to submit to an examination by a physician or other competent authority selected and paid by the City. If the examination confirms that the employee is unable to perform assigned duties, the City Manager may place the employee on compulsory disability leave without pay. Prior to placing the employee on compulsory disability leave, the employee shall be notified in writing of the duration of the compulsory leave period and the conditions under which the employee will be permitted to return to work. The employee shall be required to use accrued sick, annual, and compensatory leave prior to being placed on leave without pay. If the employee does not have sufficient leave credits to cover the period of compulsory disability leave, the City Manager may place the employee on compulsory disability leave without pay for the remainder of the period, but not to exceed sixty calendar days. .

SECTION 4: If at any time the City Manager, based on the opinion of a competent authority, believes that an employee who is physically or mentally incapacitated will be unable to fully perform assigned duties within a reasonable period of time, the City Manager may:

- 1) Upon written request by the employee, place the employee on leave of absence without pay subject to the limitations prescribed herein; or,
- 2) Offer the employee another position for which the employee is fully qualified and fully capable of performing; or,
- 3) Terminate the employee based on inability to perform assigned duties.

ARTICLE TWENTY-TWO

HOLIDAYS

SECTION 1: The following holidays shall be observed for full-time employees provided that when designated holidays fall on a Saturday or Sunday, a department may designate that holidays be observed on the preceding or following day for specific positions:

New Year's Day	January 1
Martin Luther King's Birthday	The third Monday in January
President's Day	The third Monday in February
Memorial Day	The last Monday in May
Independence Day	July 4
Labor Day	The first Monday in September
Columbus Day	The second Monday in October
Veterans Day	November 11
Thanksgiving Day	The fourth Thursday in November
Christmas Day	December 25
Three (3) Floating Holidays*	

*Employees hired after April 1st in any fiscal year will receive one (1) floating holiday.

SECTION 2: For each observed holiday, a full-time employee shall be entitled to eight (8) hours pay at the employee's regular rate of pay. Floating holidays must be used within the contract year, and shall be taken in accordance with procedures established for annual leave.

SECTION 3: A full-time employee required to work and who actually works on an observed holiday shall receive pay for hours worked in addition to that payment provided in Section 2 above. Employees who are not on a task system and are on an assigned 4/10 schedule shall not receive floating holidays, and shall be paid ten (10) hours holiday pay at the employee's regular rate of pay for each of the regularly scheduled ten (10) holidays.

A full-time, except with respect to task assigned employees, employee scheduled to work on a day observed as a holiday in this Article must work that day to be eligible to receive holiday pay unless the employee is on a pre-approved leave. Employees, except with respect to task assigned employees, who are scheduled off on the actual holiday may receive regular straight pay for the shift or the employee may request that an equal number of shift hours be added to the employee's annual leave bank.

SECTION 4: Nothing in this Agreement shall prevent the City Council from declaring additional days as holidays for employees covered by this Agreement.

SECTION 5: Employees may only receive holiday pay as described in Sections 2 and 3 if the employee works the scheduled workday before and after the holiday, is on approved paid leave or provides a doctor's written certification of illness. Failure to provide the required physician's certification within seventy-two (72) hours will result in the employee not being paid for the holiday.

ARTICLE TWENTY-THREE

MEDICAL INSURANCE

SECTION 1: The City will pay in full the single coverage premium for a basic major medical policy, which includes medical, surgical, and hospitalization coverage for all full-time probationary or permanent employees and any additional increases in the premium during the term of this Agreement for such coverage. The City reserves the right to select the carrier and to determine the level of benefits. The City further reserves the right to provide access to a City operated medical clinic(s).

There will be reopeners on this Article related to medical insurance for fiscal years 2011/2012 and 2012/2013.

SECTION 2: Employees requesting dependent coverage will pay the employee contribution cost of such coverage and any additional increases in premiums during the term of this agreement.

SECTION 3: Employees selecting single coverage under plan options other than the basic medical referred to in Section 1 above, will pay the additional cost of the employee contribution for such coverage and any additional increases in premiums during the term of this agreement.

SECTION 4: Employees in the bargaining unit will have the same medical insurance plan benefits as other general employees.

SECTION-5: The City shall maintain a plan for the payment of premiums under Section 125 of the Internal Revenue Service Code.

ARTICLE TWENTY-FOUR
WORKWEEK AND OVERTIME

SECTION 1: Forty (40) hours within a seven (7) day period shall constitute a normal work cycle for full time employees.

SECTION 2: Hours worked in addition to the normally scheduled total work hours within the seven (7) day period shall be compensated at time and one-half (1-1/2) of the employee's regular rate of pay. Employees covered by Section 3 shall not be covered by this section.

SECTION 3: Nothing in this Agreement shall be construed to guarantee or limit the number of hours to be worked during a work assignment. Employees shall be required to work overtime as directed.

Department management shall keep a record of all overtime worked and make a reasonable effort to distribute overtime in a fair and equitable manner among all employees within the departments.

SECTION 4: The City may grant compensatory time off in lieu of overtime pay at the time and one-half rate for hours worked in addition to the normally scheduled total work hours. Compensatory time may be banked up to a maximum of 80 hours. In the event the City offers compensatory time, it will not direct employees to request one type of compensation over another.

SECTION 5: Any time an employee is assigned to work in a classification which pays a higher rate of pay than the classification to which the employee is normally assigned, the employee shall receive 5% above his regular rate of pay or the minimum of the higher pay grade, whichever is greater, for all hours worked in the higher rated classification, provided the employee is assigned to

the classification and works in the classification for ten (10) consecutive workdays. This payment shall be retroactive to the first day of assignment.

SECTION 6: Work hours for the computation of overtime shall include actual hours worked and hours for which the employee receives holiday and annual leave pay, and authorized leave for union business in accordance with Article 4, Section 4 and Section 7.

SECTION 7: Golf Course employees whose regular scheduled shift exceeds five (5) workdays per week will be paid an additional two dollars (\$2.00) per hour premium pay for each regularly scheduled hour on days six and/or seven. Hours eligible for overtime will not be eligible for premium pay.

Golf course employees will be scheduled so as to allow two (2) consecutive days off bi-weekly. If, in the opinion of management, this golf course schedule negatively impacts the service to the public or the maintenance of the golf course(s), the previous six (6) day schedule shall be implemented. Any change in the schedule shall require a two (2) week notice to the employees affected.

SECTION 8: The current practice of providing breaks and mealtimes, at the discretion of management, shall continue for the term of this Agreement.

SECTION 9: Ocean Rescue Lifeguards shall be scheduled for an eight (8) hour and twenty-five (25) minute work shift. All training and workouts for shall be scheduled if ocean conditions, staffing levels and patron attendance permit. Each Ocean Rescue lifeguard shall be scheduled for a one (1) hour lunch.

Ocean Rescue Lieutenants shall be scheduled for four (4) ten (10) hour shifts. All training and workouts shall be scheduled if ocean conditions, staffing levels and patron attendance permit. Each Ocean Rescue Lieutenant shall be scheduled for a one (1) hour lunch.

A 5% increase to the employee's base rate shall be paid as a supplement for ocean lifeguards certified to operate the rescue boat.

ARTICLE TWENTY-FIVE
ON-CALL/STANDBY COMPENSATION

SECTION 1: Employees may volunteer to be placed on standby status for call back for emergency service. If an insufficient number of employees volunteer, qualified employees will be assigned by their Department Head.

SECTION 2: Any employee called back to work after having been relieved and having left the assigned work station or called in before his regularly scheduled work time, shall be paid the actual time worked at time and one-half or a minimum of two (2) hours pay at straight time when such callback is between the hours of 8:00 a.m. and 12:00 p.m. (midnight) whichever is greater. When such callback is between the hours of 12:01 A.M. and 7:59 A.M. the employee shall be paid the actual time worked at time and one-half or a minimum of three (3) hours pay at straight time, whichever is greater.

SECTION 3: Employees assigned a pager, cell phone or other communication device, must make contact with their designated contact person by phone within fifteen (15) minutes of being paged and if assigned a cell phone within five (5) minutes from being contacted. Following phone contact, the employee will be required to respond in person to the Department or actual site of the problem within thirty (30) minutes from said phone contact. Employees who reside more than thirty (30) minutes from the Department/job site will not be eligible for on-call status unless the Department Head authorizes a longer response time. Subsequent contact must be maintained at reasonable time intervals, dependent upon the nature of the problem and Department policy.

SECTION 4: While on standby, the employee must maintain him/herself fit for duty in accordance with the provisions of Article 31 of the Labor Agreement.

SECTION 5: If the employee on standby fails to return the cell phone call within five (5) minutes when called or fails to contact his/her designated contact person within fifteen (15) minutes of being paged, he/she will not receive standby pay for that day or the remainder of the week. Employees that repeatedly fail to respond to the pager or answer the cell phone, will be subject to discipline.

SECTION 6: The pager or cell phone will be rotated in accordance with Department policy and procedure. It is the responsibility of the employee, who volunteers for or is assigned to standby status, to find an appropriate replacement if he/she is not able to complete the standby status requirements. However, if an employee on standby is unable to respond due to an emergency situation, the employee shall notify his/her supervisor and/or the contact person so that the City can contact and assign another employee to provide the necessary standby response.

SECTION 7: The employee who is assigned a pager, a cell phone or other communication devices will be paid additional compensation per weekday at a rate of fifteen dollars (\$15) and per weekend day or holiday at a rate of twenty dollars (\$20.00), plus shall receive pay as outlined under Section 2 above. Employees assigned pagers or City cell phones who are not restricted in accord with this Article will not receive stand-by compensation.

SECTION 8: The following language shall govern the recording of time in each Department that utilizes a call-out procedure:

- Bargaining Unit members from the Utility Services Department and Recreation Services Department, who are called out, shall be required to clock in and out at their designated time recording device; however, they will be credited with 45 minutes of paid travel time. This time shall be included in the two (2) or three (3) hour minimum.

- Bargaining Unit members in the Municipal Services Department shall be paid for call-outs from the time they leave their respective homes until they return home. This portal-to-portal time shall be credited toward the two (2) or three (3) hour minimum.

ARTICLE TWENTY-SIX
CONTINUOUS SERVICE BENEFIT

SECTION 1: A continuous service benefit program recognizing continuous paid and meritorious service to the City of Boca Raton is hereby established.

SECTION 2: Employees with more than five (5) full years but less than ten (10) full years of continuous paid service shall receive a continuous service benefit in the amount of \$600 annually. The continuous service benefit will be paid on or before December 15.

a) Employees with more than ten (10) full years but less than fifteen (15) full years of continuous paid service shall receive a continuous service benefit in the amount of \$800 annually.

b) Employees with more than fifteen (15) full years of continuous service shall receive a continuous service benefit in the amount of \$1,000 annually.

ARTICLE TWENTY-SEVEN

GENERAL PROVISIONS

SECTION 1: All fleet maintenance employees shall be offered 24 hours of technical training annually for new equipment and repair, with 18 of the 24 hours on City time and 8 hours personal time. The 18 hours of training on City time may be either on-site or at an off-site location, at the discretion of the City.

SECTION 2: The City shall pay for those ASE certification and recertification tests taken by employees, which directly relate to the City's fleet maintenance program. Provided funds are available, the City agrees to pay for any other ASE certification/recertification tests taken by employees. Employees agree to notify the City of any tests they plan to take each year prior to March, so that the tests may be properly budgeted.

SECTION 3: The City shall provide 13 button-down uniforms to all fleet maintenance staff.

SECTION 4: The City shall provide 6 spare long sleeve shirts for welding and dirty truck repair.

SECTION 5: Golf Course employees shall receive a complete set of rain gear in addition to their normal uniform allotment.

SECTION 6: Except for emergencies, the City shall ensure that all sanitation and sewer jet truck are washed with soap and water before routine service work by the fleet maintenance staff.

SECTION 7: Fleet and Fire mechanics will receive an annual tool allowance of \$300, payable in October of each year. The Electricians, A/C Mechanics, Carpenters, Plumbers, and Technicians in the Signals Section of the Municipal Services Department shall receive a \$200 tool allowance payable in October of each year. The small engine mechanics in the Recreation Services Department shall receive a \$200 tool allowance payable in October of each year. The tool allowance will be prorated for employees who are hired during the year.

SECTION 8: Each employee will submit to the Fleet Operations Manager a complete inventory of the tools, which they maintain at their work site for working on City vehicles. In the case of a theft of tools, the City will not purchase replacement tools unless the employee files a Police report.

Each employee shall make his tools available to the Fleet Operations Manager for an inventory check upon reasonable notice. Each employee shall make his tools available to the City's Safety Officer for a safety check upon reasonable notice. Both the City and the employees must exercise reasonable care for the condition and safekeeping of tools. The City will replace tools damaged or stolen, which are not replaceable by the tool vendor, except where the employee's negligence contributed to the damage or theft. No tools will be replaced by the City that were not on the employee's tool inventory prior to the date of theft or destruction.

SECTION 9: In those positions where the City requires that an employee wear safety shoes, the City will provide bargaining unit employees a \$145.00 shoe allowance per year. The City shall provide Sanitation employees that are required to wear safety shoes a \$155.00 shoe allowance per year. The shoe allowance shall be paid each year during the month of October. Employees who are hired for less than a full year shall have their shoe allowance pro-rated based upon the months they work. Shoes worn by such employees shall conform to OSHA standards.

ARTICLE TWENTY- EIGHT

WAGES

SECTION 1: No employee's base salary shall be permitted to exceed the maximum of the pay grade to which his/her class is allocated. There will be no wage or merit increase for fiscal year 2010/2011. There will be reopeners on this Article for wages for fiscal years 2011/2012 and 2012/2013.

SECTION 2: In addition to wages, a Water or Wastewater Plant Operator or a Plant Operator granted a "B" operator's certificate shall receive a 5% hourly wage increase, and a Water or Wastewater Plant Operator or a Plant Operator granted an "A" operator's certificate shall receive an additional 5% increase to their base hourly rate. Such increases may exceed the maximum wage for that position. An employee will be paid for only one "A" and one "B" license in either water or wastewater. Water and wastewater operators who voluntarily earned a dual license, prior to October 1, 2004, shall receive an additional 5% increase to their base hourly rate of pay. No additional compensation will be paid to employees who voluntarily earn a dual license after October 1, 2004.

SECTION 3: In addition to wages, an employee granted a certificate from the Water Distribution and Wastewater Collection Systems Operators Voluntary Certification Board shall receive a 5% hourly wage increase. A 5% hourly increase will be granted for a "C" certificate, another 5% will be granted for a "B" certificate, and an additional 5% will be granted for an "A" certificate. Such an increase may exceed the maximum wage for the position. An employee will be paid for certificates in Water Distribution or Wastewater collection, but not both. These payments shall only be made for certificates that were issued on or before 9-30-93. No payments shall be made for certificates acquired thereafter.

SECTION 4: Assignment of Lead Worker status shall be assigned to the most senior operator on a given shift to cover the water treatment plant and the sewage treatment plant. The assignment is not mandatory. Management shall have the authority to replace any Lead Worker in its sound discretion. Those assigned to lead worker status shall receive an additional 5% above their base rate of pay.

SECTION 5: Employees shall be evaluated in accordance with the City's performance evaluation plan, as amended from time to time by the City Manager. Employees shall be rated 'Requires Improvement,' 'Meets Expectations,' 'Exceeds Expectations,' or 'Significantly Exceeds Expectations'.

SECTION 6: Any Ocean Rescue or Pool Lifeguard or Park Ranger who, has obtained certification from the State of Florida as an Emergency Medical Technician I, shall receive an hourly certification pay of \$1.5911 which amount may exceed the maximum of the pay range, provided, however, such hourly certification pay shall be paid only if the Emergency Medical Technician I certification is valid and current. Any Pool or Ocean Rescue Lifeguard who obtains such certification during a given month shall begin receiving the certification pay in the next following month.

SECTION 7: Bargaining Unit members that achieve Water Safety Instructor (WSI) certification and that are assigned by their supervisor to instruct swimming during the course of the fiscal year, shall receive \$350.00 each October. Pool Lifeguards that teach swimming less than a full year shall have the \$350 pro-rated for the months assigned to teaching.

SECTION 8: There shall be no wage increase of any kind after the expiration date of this contract unless and until a successor contract has been ratified and approved.

ARTICLE TWENTY-NINE

SAVINGS CLAUSE

SECTION 1: If any Article or Section of this Agreement should be found unlawful, invalidated, or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

SECTION 2: In the event of such finding, the parties will meet within thirty (30) days to negotiate a replacement Article or Section.

ARTICLE THIRTY
PENSION/RETIREMENT

SECTION 1: The City of Boca Raton shall provide General Employee's a Pension/Retirement Plan.

SECTION 2: The City may share the cost of the pension/retirement plan benefit depending upon the option selected by the employee and the plan members shall participate and contribute, depending upon the pension/retirement plan option selected by an employee as outlined in the pension plan ordinance approved by the Boca Raton City Council. The description of the plan benefit and available options are also described in the ordinance.

SECTION 3: Effective October 1, 2010, the employee contribution for participants in Plan 'A' or 'B' of the General Employees Pension Plan shall be increased from 8.65% to 9.65% of their base wages. The employee contribution for participants in Plan 'C' shall be increased from 5% to 6% of their base wages effective October 1, 2010.

Article 30 Pension/Retirement shall be reopened in fiscal years 2011/2012 and 2012/2013.

ARTICLE THIRTY-ONE

SUBSTANCE ABUSE

SECTION 1: Bargaining unit employees shall refrain from the using, possessing, dispensing, or selling of any drug/chemical substance not prescribed for use by a licensed physician; and, the using of a prescribed medication in a manner that does not substantially conform to the direction of the prescribing physician. Also, self-impairment due to alcohol while on duty is prohibited and constitutes grounds for immediate termination.

SECTION 2: Employees are subject to urinalysis and/or blood testing as required by the City to detect the presence of drugs/chemical substances and/or alcohol when management has a reasonable suspicion based on objective factors that the employee may be acting in violation of Section 1 of this Article. Reasonable suspicion includes the employee being involved in an on the job accident which results in damage to a vehicle or the involvement of bodily injury.

SECTION 3: Two separate samples shall be collected, simultaneously. Where the urinalysis of an employee specimen is positive for drugs/chemical substances, a second test shall be performed by a separate lab using specimen from the separate sample. Tests shall be a GC/MS or one of the equivalent validity. Collection, transport, and storage of samples shall observe proper chain of custody and clinical procedures.

SECTION 4: (a) Refusal to submit to testing shall be cause for dismissal. Submission to a chemical test shall not act as a waiver of the employee's right to challenge the grounds for the test or the accuracy of the results.

(b) Any challenge to reasonable suspicion shall be submitted to expedited arbitration. If the arbitrator finds for the employee, the sample will be discarded. If the

finding is for the City, the results will be released. Pending the arbitration, the test sample will be frozen or otherwise preserved in a scientifically sound manner.

SECTION 5: Employees who are required to take prescription medicine which possesses possible side effects that may impair the safe performance of an employee's duties, such as blurred vision, slurred speech, drowsiness, dizziness, or motor function impairment shall notify their immediate supervisor at the start of the work shift.

SECTION 6: a) If the test results establish with reasonable scientific certainty that an employee is present at work with a .05 or more blood/alcohol level, the employee may be disciplined up to and including termination.

b) If the test results establish with reasonable scientific certainty that an employee is in violation of Section 1 of this Article with regard to illegal drugs/chemicals the employee shall be disciplined up to and including termination at the discretion of the City Manager.

SECTION 7: Employees may, upon request, have a Union representative present during the testing procedure, provided that the test will not be postponed for more than thirty (30) minutes to await a Union representative. An attempt will be made to telephone a Union representative advising of said pending test, but in no instance will the thirty (30) minute waiting rule be waived or will the employee taking the test have more than one representative present. The Union representative will be informed of the physician's office or hospital/clinic where the sample will be taken. The sample will be frozen and held for testing until the Union representative is advised of the facts constituting reasonable suspicion by the City's Human Resources Director or designee.

SECTION 8: Where the reasonable suspicion arises, the employee will be directed to the City physician or a clinic/hospital to give the sample. Urinalysis testing will be used in cases of suspected drug use. Blood testing will be used in cases of suspected alcohol use.

SECTION 9: The City shall provide referral guidance to employees seeking professional assistance in dealing with a drug or alcohol related problem. However, such guidance must be requested by the employee. Participation in such programs shall not mitigate or stay the implementation of a dismissal action against the employee for violation of this Article's provisions nor discipline/dismissal for other drug/alcohol related offenses. Admission of a drug and/or alcohol problem incident to a request for assistance authorized by this Section, shall not be used as a basis for discipline/dismissal.

ARTICLE THIRTY-TWO

NO SMOKING POLICY

SECTION 1: All employees hired on or after October 1, 1993, shall have abstained from the use of cigarettes, cigars, and other tobacco products for at least one year prior to their date of hire, and shall abstain from the use of tobacco products at all times during the period of their employment with the City while both on and off duty. Failure to comply with this provision shall result in dismissal.

SECTION 2: The City may, at its own expense, provide voluntary classes to assist interested, current employees who wish to stop smoking. No disciplinary action or other job sanction shall be taken against a current employee who either does not choose to participate or does not successfully complete any such voluntary programs.

ARTICLE THIRTY- THREE
DECLARED EMERGENCY PAY PROCEDURES

Section 1: The parties agree that the City policy on declared storm emergency pay procedures, as may be amended from time to time, shall apply to bargaining unit members.

ARTICLE THIRTY-FOUR
TASK ASSIGNMENT EMPLOYEES

SECTION 1: The City will make every reasonable effort to schedule Sanitation employees assigned to the Task System off on all holidays. In this connection, the Sanitation employees who are scheduled off may be scheduled to work on Wednesday of the week the holiday falls.

SECTION 2: Full time employees of the Sanitation Division may be assigned to a task system. Such employees shall be compensated as follows:

a) Employees assigned to a task system will be required to perform a daily task assignment and related duties, and shall receive pay for satisfactorily completing such work:

- 1) Eight (8) hours pay if assigned to work a five (5) day per week schedule on a regular basis; or
- 2) Ten (10) hours pay if assigned to work a four (4) days per week schedule on a regular basis.

b) Employees assigned to a task system may be required to work other than their daily task assignment and related duties during their workweek and regularly scheduled workday, provided that such hours spent in performing such additional work shall be added to their actual hours worked for purposes of (d) below.

c) Employees assigned to a task system may be required to work on other than their regular day of work, provided that when such is not a substitution for a regular workday, employees

shall be paid for such hours worked at their regular rate of pay, except that time and one-half (1-1/2) may be earned as provided in (d) below.

d) When the total hours actually worked within a normal work cycle exceed forty (40) hours, the hours worked on other than an employee's daily task assignment and related duties, including time worked according to (c) above, which exceed forty (40) hours, shall be compensated at time and one-half (1-1/2) the employee's regular rate of pay.

e) Employees who regularly work a 10-hour task system day shall receive 10 hours of pay for each observed holiday. For holidays worked such employees shall be compensated as provided in Article 22, Section 2 and 3, hereof.

SECTION 3: Nothing in this Agreement shall be construed to guarantee or limit the number of hours to be worked during a work assignment. Employees shall be required to work overtime as directed.

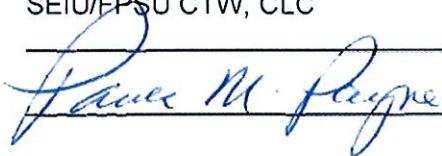
ARTICLE THIRTY-FIVE

DURATION

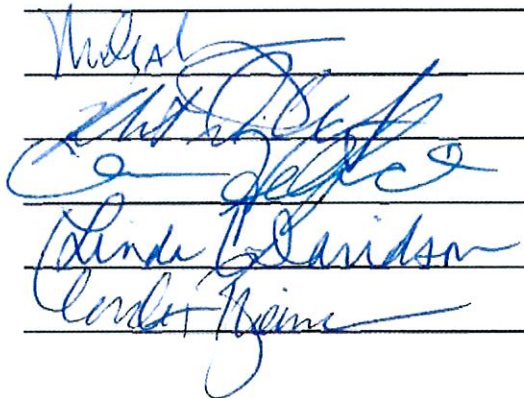
This Agreement shall take effect October 1, 2010 and shall continue for a term of three (3) years through September 30, 2013. If either party desires to amend, modify or terminate any of the terms or conditions of this Agreement they shall notify the other party, in writing no later than April 1, 2013.

IN WITNESS WHEREOF, the parties have executed this Agreement this 1 day of December, 2010

SEIU/FPSU CTW, CLC



THE CITY OF BOCA RATON, FLORIDA



Ratified by the Union
on the 20 day of September, 2010

Ratified by the City of Boca Raton
on the 28 day of September, 2010

Confirmed by:



Rick Smith, Chief Negotiator
SEIU/FPSU, CIW, CLC

Confirmed by:



Susan Whelchel, Mayor
City of Boca Raton

Attest:

By: 

Susan Saxton
City Clerk



Leif J. Ahriell, C.P.A., C.G.F.O
City Manager

Appendix 'A'
Salary Schedules
2010-2011

Salary	Hourly	Annual		Hourly	Annual
Grade	Minimum	Minimum		Maximum	Maximum
B9	\$10.8036	\$22,471.49		\$18.6015	\$38,691.12
B10	\$11.0905	\$23,068.24		\$19.0450	\$39,613.60
B11	\$11.3776	\$23,665.41		\$19.5519	\$40,667.95
B12	\$11.6908	\$24,316.86		\$20.0209	\$41,643.47
B13	\$11.9255	\$24,805.04		\$20.5404	\$42,724.03
B14	\$12.2650	\$25,511.20		\$21.0598	\$43,804.38
B15	\$12.5909	\$26,189.07		\$21.5920	\$44,911.36
B16	\$12.8650	\$26,759.20		\$22.0989	\$45,965.71
B17	\$13.2044	\$27,465.15		\$22.7198	\$47,257.18
B18	\$13.5044	\$28,089.15		\$23.2646	\$48,390.37
B19	\$13.8828	\$28,876.22		\$23.7967	\$49,497.14
B20	\$14.2219	\$29,581.55		\$24.4431	\$50,841.65
B22	\$14.9396	\$31,074.37		\$25.6849	\$53,424.59
B23	\$15.3246	\$31,875.17		\$26.3375	\$54,782.00
B24	\$15.7094	\$32,675.55		\$26.9901	\$56,139.41
B25	\$16.1140	\$33,517.12		\$27.6362	\$57,483.30
B26	\$16.4925	\$34,304.40		\$28.3078	\$58,880.22
B27	\$16.9360	\$35,226.88		\$29.0174	\$60,356.19
B28	\$17.3536	\$36,095.49		\$30.3860	\$63,202.88
B29	\$17.7840	\$36,990.72		\$30.4746	\$63,387.17
B30	\$18.2407	\$37,940.66		\$31.2350	\$64,968.80

Appendix 'B'
Bargaining Unit Classifications

Classification Title	Pay Grade
AQUATICS LIEUTENANT	B23
ASSISTANT VEHICLE TECHNICIAN	B17
CARPENTER	B30
CEMETERY CARETAKER	B13
CEMETERY/MAUSOLEUM CARETAKER	B13
CUSTODIAL WORKER	B11
DIESEL ENGINE/GENERATOR SPECIALIST	B30
DREDGE DECK HAND I	B15
ELECTRICIAN	B30
EQUIPMENT MECHANIC	B29
EQUIPMENT OPERATOR I	B16
EQUIPMENT OPERATOR II	B19
GOLF COURSE MECHANIC	B27
GREENSKEEPER	B13
GREENSKEEPER/OPERATOR	B16
GROUNDSKEEPER	B13
HEAVY EQUIPMENT OPERATOR	B22
IRRIGATION ELECTRICIAN	B30
IRRIGATION SYSTEM TECHNICIAN I	B18
JET TRUCK OPERATOR	B20
LABORATORY ANALYST	B29
LIFT STATION CREWCHIEF	B20
LIFT STATION CREWMEMBER	B17
LIFT STATION FOREMAN	B20
MAINTENANCE WORKER	B13
MAUSOLEUM CARETAKER	B13
MECHANICS HELPER	B15
METER READER/MECHANIC	B18
METER READING SUPERVISOR	B25
OCEAN RESCUE LIEUTENANT	B23
OCEAN RESCUE LIFEGUARD	B17
PACKER OPERATOR/DRIVER	B20
PARK RANGER	B15
PLANT AND EQUIPMENT MECHANIC	B29
PLANT ELECTRICIAN	B30
PLANT MECHANIC	B17
PLANT OPERATOR/TRAINEE	B17
PLUMBER	B30
POOL LIFEGUARD	B16
REFRIGERATOR MECHANIC	B30
REFUSE COLLECTOR	B16
SENIOR PLANT MECHANIC	B20

Classification Title	Pay Grade
SENIOR VACUUM FILTER OPERATOR	B19
SOLIDS PROCESSING TECHNICIAN	B25
SPRAY EQUIPMENT OPERATOR	B16
TRAFFIC CONTROL TECHNICIAN	B15
TRAFFIC CONTROL TECHNICIAN II	B19
TRAFFIC SIGNAL TECHNICIAN I	B30
TREE TRIMMER/PRUNER	B16
TV TRUCK OPERATOR	B20
UTILITIES NETWORK CREWCHIEF	B20
UTILITIES NETWORK CREWMEMBER	B17
VEHICLE TECHNICIAN I	B25
VEHICLE TECHNICIAN III	B30
WASTEWATER PLANT OPERATOR	B24
WATER DISTRIBUTION OPERATOR TECHNICIAN	B24
WATER PLANT MAINTAINER	B17
WATER PLANT OPERATOR	B24