# AGREEMENT between CITY of BARTOW, FLORIDA and THE INTERNATIONAL UNION OF PAINTERS and ALLIED TRADES, DISTRICT COUNCIL 78 regarding GENERAL EMPLOYEES UNIT

**Ending September 30, 2024** 

## TABLE OF CONTENTS

	Page
PREAMBLE	1
ARTICLE 1 - RECOGNITION	1
ARTICLE 2 - REPRESENTATIVES OF PARTIES	2
ARTICLE 3 - MANAGEMENT RIGHTS  General and Specific Rights  Limitations  Emergencies	2 3
ARTICLE 4 - GRIEVANCE PROCEDURE  Grievance Defined  Contents and Processing  Arbitration  Extended Time Limits  Automatic Advancement  Grievances by Non-Union Members  Probationary Employees	
ARTICLE 5 - UNION BUSINESS	
ARTICLE 6 -NO STRIKE	7
ARTICLE 7 - RULES & REGULATIONS	7
ARTICLE 8 - SENIORITY, PROBATIONARY PERIOD & DISCIPLINE	8
ARTICLE 9 - CHECK-OFF	
ARTICLE 10 - RATES OF PAY & WORKING OUT OF CLASS  Base Step Pay Plan	10
France 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1	

ARTICLE 11 - HOURS OF WORK & OVERTIME	12
Hours Worked Defined	12
Regular Hours	12
Additional Work Hours	13
Standby Hours	13
Recall Hours	13
Recall Meal Break	14
Rest Hours	14
Ordinary Overtime Hours	14
Premium Overtime Hours	15
Compensatory Hours	
Pyramiding Prohibited	15
Distribution of Overtime	16
ARTICLE 12 - PROMOTIONS & JOB VACANCIES	16
Promoti	on Defined
ARTICLE 13 - HOLIDAYS & PAID LEAVE	17
Personal Leave	
Vacation Leave	
Sick Leave	
Optional Dependent Health Coverage Program/Catastrophic Sick Leave	
Leave for Active Military Service	
Leave for Reserve or Guard Training	23
Leave for Named Event or Declared Emergency	
Election Leave	
Standard Funeral Leave	
Extended Funeral Leave	
On-the-job Injury Pay	24
ARTICLE 14 - INSURANCE	25
ARTICLE 15 - UNIFORMS & CLOTHING	
Allowance(s)	25

ARTICLE 16 - DANGEROUS CONDITIONS	.26
ARTICLE 17 - RETIREMENT	
Retirement Plan	.27
ARTICLE 18 - AMENDMENTS	.27
ARTICLE 19 - SEVERABILITY & WAIVER	.27
ARTICLE 20 - ENTIRE AGREEMENT OF THE PARTIES	28
ARTICLE 21 - DURATION, MODIFICATION & TERMINATION	29
FXHIBIT 'A'	31

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

### **AGREEMENT**

### **PREAMBLE**

THIS AGREEMENT is entered into between the City of Bartow, Florida, hereinafter referred to as the "City," and the International Union of Painters and Allied Trades, District Council 78, LOCAL 1010, AFL-CIO, hereinafter referred to as the "Union," with the Effective Date as described herein. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement. It is understood that the City is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

### ARTICLE I

### RECOGNITION

The City recognizes the Union as the exclusive bargaining representative in accordance with Chapter 447, Florida Statutes, as amended, effective January 1, 1975, in accordance with Certification No. 417 issued by the Florida Public Employees Relations Commission dated July 13, 1978, for the employees employed in the following unit:

INCLUDED:

All regular full and part-time employees, regardless of source of funding, employed by the City of Bartow.

EXCLUDED: Sworn police officers, certified fire drivers; department heads,

division heads; supervisory employees; professional employees;

managerial and confidential employees; temporary and casual employees.

# ARTICLE 2 REPRESENTATIVES OF PARTIES

- 2.1 The City agrees that during the term of this Agreement the City will deal only with the authorized representatives of the Union as required by the Florida Public Employees Relations Act ("PERA").
- 2.2 The Union agrees that during the term of this Agreement the Union and its representatives shall deal only with the City Manager or his representatives in matters as required by PERA.

# ARTICLE 3 MANAGEMENT RIGHTS

Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons to suspend, discharge or otherwise discipline employees for just cause; to subcontract, alter, or vary past

practices and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

- 3.2 <u>Limitations:</u> Nothing herein contained shall be construed to supersede or nullify any of the provisions contained in other articles of this Agreement.
- 3.3 <u>Emergencies:</u> If in the sole discretion of the City Commission it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, public employee strikes or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended.

# ARTICLE 4 GRIEVANCE PROCEDURE

- 4.1 <u>Grievance Defined:</u> A Grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of this Agreement. *Business D*ay shall be defined as Monday through Friday, excluding City-observed holidays.
- 4.2 <u>Contents and Processing:</u> All grievances submitted shall contain a concise written statement of the facts alleged to support the grievance. Except as provided in this section, all grievances shall be presented at Step 1 of the following procedure. However, if disposition of a grievance is outside the scope of the immediate supervisor authority, it shall be submitted at Step 2 within <u>five (5)</u> business days of the occurrence giving rise to the grievance. If a grievance involves a suspension without pay or dismissal, it shall be submitted at Step 2 within five (5) business days of the occurrence giving rise to the grievance.

Step 1. An aggrieved employee shall submit his grievance in writing to his immediate supervisor within five (5) business days of the occurrence of the action giving rise to the grievance. The immediate supervisor shall, within five (5) business days following receipt of the written grievance, meet with the aggrieved employee. The aggrieved employee shall have the right to have a Union representative present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor's decision in the matter shall be communicated in writing to the aggrieved employee and, if a Union representative was present, to the Union representative, within five (5) business days following the meeting.

Step 2. If the grievance is not resolved at Step 1, the aggrieved employee, within five (5) business days following receipt of the immediate supervisor's decision, shall present the written grievance to their Department Head or designee. The Department Head shall obtain the facts concerning the alleged grievance and shall, within five (5) business days following receipt of the written grievance, meet with the aggrieved employee. The aggrieved employee shall have the right to be accompanied at this meeting by a Union representative. The Department Head or designee decision in the matter shall be communicated in writing to the aggrieved employee with a copy to the Union within five (5) business days following the meeting.

Step 3. If the grievance is not resolved at Step 2, the aggrieved employee, within five (5) business days following receipt of the Department Head or designee decision, shall submit the grievance and all responses to the City Manager. The City Manager shall, within five (5) business days following receipt of the written grievance and responses, meet with the aggrieved employee. The aggrieved employee shall have the right to be accompanied at this meeting by a Union representative. If the employee does not desire a Union representative to be present, the City shall notify the Union of the date, time and place of the meeting. The City Manager or designee decision in the matter shall be

communicated in writing to the aggrieved employee with a copy to the Union within ten (10) business days following the meeting.

4.3 Arbitration: If the grievance is not settled at Step 3, the Union, within ten (10) business days of receiving the City Manager's Step 3 decision, shall notify the City Manager if it intends to arbitrate. Such notification from the aggrieved employee(s) shall be of no effect. The notice of intent to arbitrate shall state the specific section or sections of this Agreement alleged to have been violated and shall contain a short statement of facts upon which the appeal to arbitration is based.

Concurrently, the Union shall request from the Federal Mediation and Conciliation Service a list of seven (7) names of qualified arbitrators. Within ten (10) business days after the receipt of such list, representatives of the parties shall meet or confer by telephone and each shall alternately strike three (3) names. The Union shall strike the first name. The remaining arbitrator on the list shall be notified of their selection as arbitrator of the grievance. As promptly as can be arranged, but not later than sixty (60) days from the date of selection of an arbitrator, the arbitration hearing shall be held. In the event the arbitrator selected is not available within the time period required, the Union shall immediately obtain a new list of arbitrators from the Federal Mediation and Conciliation Service and select another arbitrator. Each party to the arbitration shall pay its own expenses for its representative, counsel and witnesses. The fees of the arbitrator and other expenses of arbitration, including the appearance fee of a court reporter, shall be shared equally by the City and the Union.

The arbitrator shall have no power to amend, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be final and binding on both parties.

4.4 Extended Time Limits: The time limits specified herein may be extended by mutual agreement.

- 4.5 <u>Automatic Advancement:</u> Failure of the parties to meet and/or discuss the grievance or the City to make a decision within the time provided in Steps 1 or 2 of the grievance procedure shall be deemed a denial of the grievance by the City, and the employee or the Union shall proceed with the next step as if the decision had been made on the last day allowed.
- 4.6 <u>Grievances by Non-Union Members:</u> Unless the law provides otherwise, the Union, but not an individual grievant, shall have the right to arbitrate grievances. If the law requires to the contrary, an employee who elects to arbitrate a grievance shall have all the rights and assume all the burden, limitations and obligations, including financial obligations, that the Union would bear if the Union arbitrated said employee's grievance.
- 4.7 <u>Probationary Employees:</u> Probationary employees may submit grievances over disciplinary action(s) to Step 3 of the Article 4 grievance procedure. However, such disciplinary action(s) shall not be subject to arbitration. (See Section 8.3)

# ARTICLE 5 UNION BUSINESS

- 5.1 Union Representatives shall not investigate or otherwise handle grievances during working hours without the express consent of their Department Head/Manager or his designee. Such consent will not be unreasonably withheld. The Union shall notify the City in writing of the name of the Representatives within ten (10) business days after ratification of this Agreement and immediately after any change of said Representatives.
- 5.2 The City agrees to provide space on agreed upon bulletin boards for the posting of notices of meetings or other official Union information. The Union agrees that it shall not post, nor allow to be

posted, anything other than meeting or function notices without the prior consent of the City. Such notices be signed by a duly authorized Union representative.

5.3 The Union Chair shall not forfeit compensation for engaging in specific Union business during his scheduled working hours if said activity has been approved in advance by the City Manager or his designee.

### ARTICLE 6

### **NO STRIKE**

- 6.1 The Union agrees that during the terms of this Agreement it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strike, slow-down, picketing or work stoppage likely to interfere with the efficient operation of the City's affairs engaged in or supported by members of the Union and/or employees represented by the Union or other agents or representatives of the Union or its affiliates.
- 6.2 Should the Union breach this Article, the City may proceed to the appropriate court and, without notice, obtain an injunction against such breach and, take any other action authorized or required by law.

### ARTICLE 7

### **RULES & REGULATIONS**

7.1 Except where expressly modified by any provision of this Agreement, the current policies, rules, regulations and procedures of the City of Bartow and its various Departments may be amended and revised from time-to-time at the sole discretion of the City. However, such amendment(s) or revision(s) shall be neither arbitrary or capricious. If such a change is anticipated, and absent exigent circumstances, the City shall provide at least ten (10) business days advance notice of such change to the Union. In the event the Union believes such change(s) would adversely impact wages, hours or other terms and conditions of employment as enumerated in this Agreement and, following the City's receipt

of proper notice to that effect within ten (10) business days of the Union's receipt of said advance notice, the City agrees to engage in one (1) or more discussion(s) with the Union to address the matter prior to implementing the change(s). If the issue is not resolved following such discussion(s), the change(s) may be implemented. However, following written notice to the City Manager within ten (10) business days after receiving written notice of implementation, the Union may pursue the issue through the impasse resolution procedure established in *Chapter 447*, *Florida Statutes*, or by such other procedure that is acceptable to both the City and the Union. Responsibilities of the parties for the various expenses associated with such proceedings shall be consistent with the responsibilities of the parties for expenses associated with proceedings established in the *Article 4 Grievance Procedure*.

- 7.2 Position classification descriptions shall be maintained for all employee classifications covered by this Agreement.
- 7.3 It is understood and agreed by both parties that all duties performed by bargaining unit employees cannot be enumerated in classification descriptions. Therefore, it is hereby acknowledged that members of the bargaining unit will be required to perform ancillary duties relating to their respective essential functions.
- 7.4 Any policy, rule, regulation or procedure of the City or its various operating areas that conflicts with this Agreement shall be resolved by modification of such policy, rule, regulation or procedure.

### **ARTICLE 8**

### SENIORITY, PROBATIONARY PERIOD & DISCIPLINE

- 8.1 Any layoff within a position classification shall be implemented in reverse order of classification seniority, i.e., "last in, first out".
  - 8.2 A new employee shall not be employed in a classification previously reduced by layoff

until employees subject to the layoff have been recalled, in inverse order of layoff and without loss of classification seniority accrued prior to being laid off; provided, however, that said recall rights shall terminate one (1) year after the date of layoff.

- 8.3 The probationary period for bargaining unit employees shall be six (6) months, commencing on their first day of employment. During such probationary period the employee may be discharged without recourse through the *Article 4 Grievance Procedure*. The probationary period for bargaining unit employees who are promoted or assigned to a higher position classification shall be three (3) months. During such period the employee may be reduced to his former position classification and base hourly pay rate without recourse through the *Article 4 Grievance Procedure*. (See Section 4.7)
- 8.4 Bargaining unit employees who have completed their probationary period shall not be subject to disciplinary action(s) in absence of just cause. Employees may pursue grievances over disciplinary action(s) pursuant to the *Article 4 Grievance Procedure*. However, the Union shall not arbitrate such action(s) which are corrective and do not involve loss of compensation, i.e., verbal counseling, instructional memoranda, written warning and directed training.
- 8.5 A corrective disciplinary action that is more than three (3) years old shall not be considered in the disposition of any subsequent disciplinary action.

# ARTICLE 9 CHECK-OFF

# 9.1 The City agrees to deduct monthly Union dues from member employee payroll checks provided the Union has first submitted an acceptable dues deduction authorization form to the City which

has been signed by said employee. Dues shall be deducted from the second payroll check of each month.

Said dues shall be forwarded to the Union within ten (10) business days thereafter.

- 9.2 An employee may revoke their dues deduction authorization by giving thirty (30) days written notice to both the City and the Union (ref. 447.303, F.S.).
- 9.3 The Union and each member employee authorizing deductions from wages for the payment of Union dues hereunder indemnifies and holds the City harmless from any and all claims, demands, lawsuits, expenses or other forms of liability that may arise in connection therewith.
- 9.4 Nothing contained herein shall be interpreted as requiring the City to deduct any fine, penalty, special assessment or other Union exaction from a member's employee's wages.

### **ARTICLE 10**

### RATES OF PAY & WORKING OUT OF CLASS

- 10.1 Base Step Pay Plan: The City and the Union agree to the base step pay plan as set forth in this Agreement as Exhibit 'A'. Upon the effective date of this Agreement, each individual bargaining unit employee shall be placed at the step number on the base step pay plan equivalent to that employee's number of years of service in their current position classification provided their current base pay rate is less than the applicable base step pay rate. Employees whose base pay rate is currently higher than that of the step number that is equivalent to their years of service in their current position classification will remain at their current base pay rate until such time as their current base pay rate is less than the step number that is equivalent to their years of service in their current position.
- 10.2 Effective on each bargaining unit employee's anniversary date of employment or, the anniversary date of assignment to their current position classification, whichever occurred most recently, each employee shall advance one step within the base step pay plan until reaching the maximum step unless their current pay rate is higher than the applicable step. Reassignment of an employee to a different classification during the term of this Agreement will concurrently change the employee's

anniversary date for purposes of step movement within the new position classification. Employees who reach or have reached the maximum step in the base step pay plan shall remain at the maximum step.

- 10.3 Bargaining unit employees shall be paid the base hourly rate of pay established by the step for which they qualify pursuant to *Section* 10.1 above. However, if for any reason, a bargaining unit employee currently receives a base hourly rate of pay in excess of the base hourly pay rate of pay for which they qualify pursuant to *Section* 10.1 above, the employee shall be paid at the employee's current base hourly rate of pay until the employee becomes eligible for advancement to a step with a higher base hourly rate of pay based upon their years of service in current position classification.
- 10.4 Employees successfully completing probation during the term of this Agreement shall be advanced from the Probation pay rate to Step 1 in the step pay plan.
- 10.5 Bargaining unit employees shall receive any citywide across-the-board lump sum payment, citywide across-the-board cost-of-living adjustment or citywide across-the-board merit/performance pay increase that is authorized for all City employees during the term of the agreement.
- 10.6 If, at end of the term of this Agreement, the City has given its non-unionized employees a cumulative cost-of-living increase in excess of 7.689%, bargaining unit employees shall receive a cost-of-living adjustment equivalent to the difference between the non-unionized employees' cumulative step increase and 7.689%.
- Higher Classification: A bargaining unit employee who is assigned in writing to a higher bargaining unit position classification, for four (4) or more consecutive hours, shall be compensated at not less than the entry base hourly pay rate of the higher classification for the duration of said assignment.
- 10.8 A bargaining unit employee who is reclassified to a higher bargaining unit position classification within their Department shall be compensated at the entry base hourly pay rate for the higher classification or, at the pay step in the higher classification that is immediately above the pay step

that is nearest to and higher than the employee's current base hourly rate, whichever rate is highest.

Thereafter, said employee's step movement, if any, shall occur on the anniversary date of their reclassification.

# ARTICLE 11 HOURS OF WORK & OVERTIME

- Hours Worked Defined: The term "hours worked" shall mean hours worked pursuant to the Fair Labor Standards Act. All hours worked within a seven (7) day pay period shall be counted toward eligibility for overtime compensation. In addition to hours worked, only compensatory leave hours and vacation leave hours shall be counted toward eligibility for overtime compensation.
- Regular Hours: The regular work schedule for full-time bargaining unit employees shall encompass forty (40) working hours (excluding unpaid meal breaks) per seven (7) day pay period, scheduled as determined by the employee's Department Head or designee. The regular work schedule for part-time bargaining unit employees shall generally encompass twenty-nine (29) or less working hours (excluding unpaid lunch breaks) per seven (7) day pay period, scheduled as determined by the employee's Department Head or designee. However, nothing herein shall be construed to guarantee availability of any minimum number of working hours per pay period.
- 11.3 The Department Head or designee shall retain the right to change the starting and/or ending time of any current regular work schedule provided; written notice of the change is posted and distributed to affected employees not less than five (5) calendar days prior to such change.

- 11.4 Additional Work Hours: Employees may be required to work hours in addition to the hours worked within their regular work schedule (See Section 11.9). When practical, the City shall provide full-time employees with at least forty-eight (48) hours advance notice of any work that is to be performed on their regularly scheduled day(s) off. Such notice shall not apply to "holdover" additional work hours deemed necessary to facilitate immediate response to an anticipated service interruption due to an oncoming severe weather event that is expected to impact not more than forty-five (45) minutes after the end of a regular work day.
- 11.5 Standby Hours: Employees on standby status shall remain fit and available for response to a call for service during the hours of their standby assignment, scheduled as determined by the employee's Department Head or designee. Employees on standby status are not required to remain at home but remain immediately available for direct contact by radio, cell phone or other designated telephone number and, must not be more than thirty (30) minutes travel time from their standby vehicle. Personnel who are authorized to take a City vehicle to their home after regular working hours may not use said vehicle for personal use without prior Department authorization to do so. Employees on standby status shall be compensated for two (2) hours at their base hourly rate of pay for each standby period of twenty-four (24) hours or less. Said compensation is payable whether the employee is recalled during the standby period or not. Hours of compensation for standby status SHALL NOT BE counted as hours worked toward eligibility for overtime compensation.
- 11.6 Recall Hours: An employee who is recalled outside the hours of their regular work schedule shall be compensated for a minimum of two and one-half (2.5) hours or hours worked, whichever is greater, at one and one-half times (1.5x) the employee's base hourly rate of pay for each recall period. A recall period shall commence upon an employee's receipt of an initial notice to respond to a call for service and, shall encompass response to and completion of any additional call(s) for service that are received within two and one-half (2.5) hours thereof. Compensation for a recall period shall be paid in the same pay period that the recall period commenced. An employee shall not receive the minimum two and one-half (2.5) hour compensation more than one (1) time

within a recall period. A recall period of two and one-half (2.5) hours duration or less shall be counted as two and one-half (2.5) hours toward eligibility for rest time provided, that all other criteria for rest time have been met. (See Section 11.8) Recall hours which overlap an employee's regular work schedule shall be compensated at the one and one-half times (1.5x) rate for the period of such overlap; there shall be no doubling of compensation for such period of overlap.

- 11.7 Recall Meal Break: If employees have been recalled to work outside their regular work schedule, have worked for four (4) or more continuous hours, cannot be released from the work site and, the work is expected to continue through a time period within which a reasonable person would be expected to require a meal, an employee on the work site may be assigned to obtain meals for the employees or authorize reimbursement to employees for meals with supervisory approval. Such reimbursement shall not exceed \$12.00 nor shall reimbursement be made without proof of meal purchase. A thirty (30) minute meal break shall be encompassed within compensated recall hours provided the above criteria are met.
- 11.8 Rest Hours: An employee who 1) has been recalled between the hours of 12:00 a.m. and 5:00 a.m. immediately prior to the start of their regular work day and, 2) who has qualified for three (3) or more hours of compensable recall hours during said time period, shall be entitled to rest hours. The number of rest hours shall equal the number of compensable recall hours plus one (1) hour and shall commence at the work day start time, or at conclusion of the most recent recall period, whichever is later. An employee shall not be eligible for a greater number of rest hours than the number of regular hours remaining in the work day affected thereby. In order to be compensated for rest hours, the employee must be reasonably at rest and available by telephone. Said employee shall be compensated at their base hourly rate of pay for rest hours. Compensated rest hours SHALL NOT BE counted as hours worked toward eligibility for overtime compensation.
- 11.9 Ordinary Overtime Hours: Employees who work more than forty (40) hours in a seven (7) day pay period shall be paid at the rate of one and one-half times (1.5x) their base hourly rate

of pay for all such hours worked. **Exception:** The threshold for overtime eligibility shall be reduced by the number of observed holiday hours off within their scheduled work week, i.e., an 8-hour per day employee who is not scheduled to work on an observed holiday that falls within their regular work schedule, shall be compensated at one and one-half times (1.5x) the employee's base hourly rate for hours worked over thirty-two (32) hours within that pay week.

- 11.10 Premium Overtime Hours: Employees who work more than sixteen (16) continuous hours shall be paid at the rate of two times (2x) their base hourly rate for all such hours worked or, as authorized by the City Manager for more than fifty-six (56) hours worked in any seven (7) day period during a declared state of emergency impacting the City or within another jurisdiction to which the City is rendering aid.
- by the Department Head if the interests of the Department are best-served by doing so. In the event of such authorization, which shall be at the sole discretion of the Department Head, the eligible employee shall submit a request for compensatory time in lieu of overtime payment on a form provided by the Department for that purpose. When authorized, compensatory time shall be accrued on an hour-for-hour basis with overtime hours worked. Compensatory time must be used within sixty (60) days of its accrual and shall be paid at one and one-half times (1.5x) the employee's then-current base hourly rate of pay (ordinary overtime) per hour used. Approval of a request to use accrued compensatory time within said time period shall not be unreasonably withheld. Compensatory time that is not used within said time period shall be paid out to the employee at one and one-half times (1.5x) the employee's then-current base hourly rate of pay without further notice or right to grieve such action.
- 11.12 **Pyramiding Prohibited:** There shall be no pyramiding of hours, compensation, or hours in combination with compensation for purposes of calculating overtime compensation.

11.13 <u>Distribution of Overtime</u>: Insofar as is practicable, overtime shall be distributed equally among employees of the same position classification within a division.

# ARTICLE 12 PROMOTIONS & JOB VACANCIES

- 12.1 <u>Promotion Defined:</u> The term promotion shall mean the assignment of an employee to another job classification within the City which results in an increase in base pay. A job vacancy shall only be deemed to exist in a classification when a notice to that effect is issued in writing by the Personnel Director/Manager or City Manager. All such notices shall be posted concurrent with the application period for at least five (5) working days or seven (7) calendar days on all bulletin boards with a copy to the Union.
- 12.2 The City shall retain the sole and exclusive right to judge the relative skills and ability of job applicants and, to select the employee/outside applicant to fill any position classification vacancy.
- 12.3 Skills and ability necessary to perform the essential functions of a higher position classification shall be the primary consideration in the selection of employees for promotions. When the City determines that skills and ability are equal among qualified employee applicants, employee seniority within the Department will be determinative. When the City determines that skills and ability are equal between an employee and an outside applicant, the employee will be given preference. While the City shall be the sole judge of relative skill and ability of applicants for promotion, should the senior employee applicant not be selected for promotion to a higher classification vacancy within his

  Department, he shall be provided with the reasons, in writing upon his request, for selection of a less senior employee or outside applicant.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

### **ARTICLE 13**

### HOLIDAYS & PAID LEAVE

The City agrees to provide the following paid leave benefits for all full-time bargaining unit employees only:

### 13.1 Holidays

A. There shall be ten (10) paid holidays for members of the bargaining unit as follows:

New Year's Day	Martin Luther King, Jr. Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas Eve	Christmas Day

- B. Holidays shall be observed on days/dates scheduled for such observance(s) by the City.
- C. To be eligible for holiday pay, an employee must have worked their regularly scheduled work hours on the working days immediately before and after the holiday unless the employee is on scheduled compensatory or vacation leave. However, an employee may request unscheduled use of accrued compensatory or vacation leave for all or part of one or both above-referenced working days to avoid forfeiture of holiday pay. Such request(s) shall not be unreasonably withheld. However, there shall be no payment of holiday pay under such circumstance unless and until reasonable verification of cause for the unanticipated absence and duration thereof has been provided to the employee's Department. Neither denial of such request nor denial of holiday pay under this Section shall be appealable beyond Step 3 of the Article 4 Grievance Procedure.
- D. Eligible employees <u>not</u> scheduled to work on a holiday shall be paid eight (8) hours holiday pay, or the number of working hours per day reflected in their regular work schedule if greater, at their base hourly pay rate. Eligible employees scheduled to work on a holiday shall be paid eight (8)

hours holiday pay, or the number of working hours per day reflected in their regular work schedule if greater, at their base hourly pay rate in addition to being paid their base hourly pay rate for the number of hours worked on the holiday.

### 13.2 Personal Leave

A. Bargaining unit employees shall be credited with two (2) personal leave days during the first pay period of each fiscal year. Each personal leave day shall be equal to the employee's number of regularly scheduled hours of work per day, payable at their base hourly rate of pay. Use of personal leave days shall be approved in advance by the employee's Department Head/Manager or designee. Any personal leave remaining unused, after September 30 of the fiscal year in which it was credited, will be forfeited.

### 13.3 Vacation Leave

A. Vacation leave, shall be earned as follows:

B. Vacation leave shall not accrue to a level greater than two (2) times the annual vacation leave accrual rate. Vacation leave shall be scheduled by the Department Head/Manager or designee, taking into consideration any written applications submitted by employees. The Department Head shall not arbitrarily refuse to approve reasonable requests, nor shall an employee disregard the requirements of his duties and the good of the public service in scheduling vacations. Employees shall give the Department Head as much notice as possible of the dates desired for use of vacation leave. Where two

- (2) or more employees in the same classification and assignment select the same vacation period, the employee with the most Department seniority will be given priority.
- C. Where a verified illness of three (3) days or more occurs during vacation leave, an employee may charge the period of said illness to accrued sick leave. The period of said illness that is charged to sick leave shall not also be charged to the employee's accrued vacation leave.
- D. Upon termination of employment, an employee shall be paid for all unused vacation accrued leave through the last day of work.

### 13.4 Sick Leave

- A. Sick Leave shall be accrued at the rate of eight (8) hours per month beginning with the date of employment. New employees shall accrue but, shall not be entitled to use, sick leave for the first six (6) months of employment.
  - B. Use: Sick Leave shall be used solely for the following purposes:
    - 1. Personal injury, pregnancy or illness not connected with work.
    - 2. Medical, dental, optical or chiropractic examination or treatment.
    - Exposure to a contagious disease, which would endanger others,
       determined by a physician.
    - 4. Illness of a member of the employee's immediate family (as defined in the Family and Medical Leave Act) which requires the personal care and attention of the employee and no other person is available to provide the care.
    - To the extent not covered above for absences required by the Federal Family Medical Leave Act.

- 6. To supplement Workers' Compensation to the extent necessary to receive their straight time rate of pay times their regular scheduled working hours.
- C. The employee shall provide such verification of the condition warranting sick leave as may be required by the City.
- D. Employee using less than eight (8) hours of sick leave in a fiscal year shall be credited with one (1) additional day of personal leave during the following fiscal year.
- E. If an employee either retires or resigns with a minimum of seven (7) completed years of continuous service with the City of Bartow and has a minimum of one hundred sixty (160) hours of accrued sick leave, they shall be paid for accrued sick leave upon termination at the following rates:

An employee shall not be paid for accrued sick leave upon termination except as provided in Paragraph E.

- 13.5 <u>Optional Dependent Health Coverage Program/Catastrophic Sick Leave.</u> Any employee covered by this Agreement, by execution of a form provided by the City, may\_elect to become a member of the City's Optional Dependent Health Coverage Plan, which plan shall be operated under the following conditions:
- A. Election to join the Plan shall be made on or before October 1<sup>st</sup> of each year and election to be under the Plan shall be for a one (l) year period. Renewal shall be automatic unless the employee, prior to October 1<sup>st</sup>, of the succeeding year, notifies the City in writing of the cancellation of the election.

- B. Employees electing coverage under the Plan shall earn sick leave at the rate of eight (8) hours per quarter instead of the amount per month as specified in Section 13.4(A). Such sick leave may be used and shall be administered in accordance with Section 13.4(B). Accumulated sick leave balances shall not be affected by this election.
- C. In addition, each employee electing the Plan may receive 240 hours of catastrophic sick leave, which shall be administered as follows:
  - Catastrophic sick leave shall be used solely for non-work-related injuries and illnesses and shall not be available for any injury or illness covered by Chapter 440, Florida Statutes.
  - 2. No catastrophic sick leave may be used for the first seven (7) days of illness or injury; however, if the injury or illness results in absence of more than fourteen (14) days, the catastrophic sick leave may be applied from the commencement of the illness or injury. Catastrophic sick leave shall be used only if the employee exhausts his existing sick leave accumulation. Verification of illness shall be required by the City.
- D. Any employee who elects to become a member of this Plan shall receive, as a credit toward the cost of dependent health insurance coverage, that sum of money equal to sixty-four (64) hours of pay at their regular hourly rate of forty (40) hours per week payable by the City in equal monthly installments beginning October 1 of each fiscal year that the employee is a member of the Plan.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

### 13.6 Military Leave.

A. Leave for Active Military Service: For employees who are members of the U.S. Armed Forces Reserves or the National Guard and who are ordered to active military service, the first 30 calendar days of such leave will be without loss of pay. The City will continue to pay its share of any health insurance coverage for up to 30 days of military leave. Leaves for active military service in excess of 30 days will be without pay, although employees may elect, at their option, to use any accrued unused vacation or sick leave.

Employees are required to provide as much advance notice as possible of the need for military leave unless giving notice is impossible or precluded by military necessity. Reinstatement or reemployment by the City following a period of active military service will be granted as follows:

- 1. In the event of discharge from the military, the employee received an honorable discharge.
- 2. The employee's military leave from the City did not exceed five years.
- 3. The employee reported back to work or applied for reinstatement: (a) within 90 days after release from military service lasting more than 180 days; (b) within 14 days after release from military service lasting between 31 and 180 days; or, (c) on the next regularly scheduled workday following release from military service of less than 31 days.

The employee will be reinstated in the position he or she would have attained if not for the military leave absence (or a similar one in terms of status, pay, and seniority) and will receive full credit toward retirement and any seniority-based benefits for time spent in the Armed Forces, provided the above and related requirements established by applicable state and federal law(s) are met. An employee reinstated under this section shall not be discharged without just cause.

- B. Leave for Reserve or Guard Training: Employees who are members of the Reserve or National Guard will be granted a military leave of absence for all time in which the employee is ordered to engage in training. The employee is required to provide his or her supervisor as much advance notice as possible of the need and intent to be away for Reserve/Guard training. Up to 240 hours per year for Reserve or Guard training shall be paid leave. Any training hours required in excess of 240 hours per year shall be without pay.
- C. <u>Leave for Named Event or Declared Emergency:</u> A military leave of absence will also be granted to any employee who is a member of the Florida National Guard and is called to active state duty for a named event or an officially-declared emergency or disaster pursuant to Florida Statutes, Section 250.48. Official orders for any such service shall be presented to the employee's immediate supervisor. Leave under this section shall be with pay for the first 30 days of the named event or emergency, and thereafter shall be without pay.
- 13.7 Election Leave. Employees are expected to vote outside of their regular working hours, if possible. Employees who are required to be working during the entire time the polls are open may be granted not more than one (l) hour by the City in which to vote. If more time is required, employees should arrange to vote by absentee ballot or to take the necessary annual leave.

### 13.8 Funeral Leave.

- A. <u>Standard Funeral Leave</u>: Employees shall be granted paid funeral leave for up to three (3) regularly scheduled working days in the event of a verified Death in the Family which requires travel up to 400 miles (round trip). Final approval of funeral leave shall be contingent upon the City's receipt of reasonable proof of the decedent's death and the employee's attendance at the decedent's funeral.
- B. Death in the Family shall be defined as the death of a spouse, child, mother, father, stepchild, stepmother, stepfather, grandfather, grand-mother, mother-in-law, father-in-law, grandchild, brother or sister of employee or employee's spouse and employee's brother or sister's spouse. Funeral

leave shall be for the purpose of attending the funeral of the deceased and shall be denied to any employee who, without cause, fails to attend the funeral.

- C. Extended Funeral Leave: Employees shall be granted paid extended funeral leave for up to five (5) regularly scheduled working days in the event of a verified Death in Family which requires travel exceeding 400 miles (round trip). Final approval of extended funeral leave shall be contingent upon the City's receipt of reasonable proof of the decedent's death and the employee's travel & attendance at the decedent's funeral.
- 13.9 On-the-job Injury Pay. The City hereby agrees to pay the following compensation to any employee who suffers an on-the-job injury in accordance with the following definitions, terms and conditions:
- A. Compensation shall be payable under this Section only with respect to disability as the resulting from an on-the-job injury suffered by an employee.
- B. An injury shall be deemed to have been incurred on-the-job if said injury is compensable under the Florida Workers' Compensation Law.
- C. Compensation to be paid by the City under this Section shall equal the monetary difference between the employee's Workers' Compensation benefit amount and the employee's straight time biweekly wage at the time of the injury.
- D. No compensation under this Section shall be allowed for the first seven (7) days of disability; provided, however, that if the injury results in disability of more than fourteen (14) days, compensation shall be paid from the commencement of the disability.
- E. It is the intent of this Section to provide supplemental compensation for line of duty injuries only, and this Section shall not be construed to provide compensation in the event of death or injury incurred in any manner other than in the line of duty. In the event of any dispute or disagreement

concerning the interpretation of the terms of this Section, then the decisions concerning definition of those terms issued under the Florida Worker's Compensation Law shall control.

- F. The maximum period for which payment may be made under this Section shall be thirteen (13) weeks from the date of injury for each injury, including recurrences thereof. No payment made by the City during said period shall be charged against any sick leave which the employee may have accrued.
- G. The City shall have the right to require the employee to have a physical examination by a physician of its choice prior to receiving or to continue to receive compensation under this Section.

# ARTICLE 14 INSURANCE

14.1 <u>Insurance</u>: The City shall provide the same health and medical insurance under the same terms and conditions and City/employee contribution rates for bargaining unit employees that it provides for the City's non-bargaining unit employees, The City also agrees to advise the Union of any proposed changes in the City's health insurance program.

### ARTICLE 15 UNIFORMS & CLOTHING

- Allowance(s). The City shall provide, at City expense, uniforms, specific clothing items and shoes and/or boots as selected by a Department for bargaining unit employees who are required to wear them while working. Wearing such uniforms, clothing items and shoes and/or boots is prohibited at times other than when the employee is at work or commuting to or from work or a work site.
- 15.2 The City shall provide such items one (1) time annually. However, the Department shall retain the latitude to authorize earlier replacement of an item due to wear or damage which has rendered it no longer serviceable.

15.3 The City will reimburse the cost of industrial safety **prescription eyewear**, up to \$100 annually, for employees required by their Department to wear safety eye protection while working.

# ARTICLE 16 DANGEROUS CONDITIONS

that expose them to an imminent danger as defined by the Occupational Safety and Health Act (OSHA). Other provision(s) of OSHA regulations shall not be applicable to this Agreement except as may be required by law. Any employee who in good faith believes he is exposed to such a danger shall immediately report the condition to his immediate supervisor and Department Head or designee. If the reported condition is determined to be an imminent danger by said Department Head or designee and immediate supervisor, the condition will be ameliorated before said employee will be directed to perform the required work. Following such amelioration or, if the reported condition is determined not to be an imminent danger by said Department Head or designee and immediate supervisor, said employee will be directed to perform the required work. Following such direction, if said employee refuses to perform the required work he shall be subject to disciplinary action, up to and including discharge, absent proof beyond a reasonable doubt that such imminent danger did in fact exist or was not adequately ameliorated.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

# ARTICLE 17 RETIREMENT

### 17.1 Retirement Plan.

- A. The City will continue the General Employees Retirement Plan.
- B. A copy of the annual actuarial report for the General Employee Retirement Plan will be provided to the Union upon request.
- D. The Union and/or the City shall have the right to reopen this Article at any time during the term of this Agreement following at least thirty (30) days written notice to the other party.

Any dispute shall be resolved under the statutory impasse resolution procedure in Florida Statutes 447 and not under Article 4 of this Agreement.

# ARTICLE 18 AMENDMENTS

This Agreement may be amended at any time by the mutual consent of the parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto.

# ARTICLE 19 SEVERABILITY & WAIVER

19.1 Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the end that in the event any clause or clauses shall be finally determined to be in violation of any law, then and in such event such clause or clauses only, to the extent only that any may be so in violation, shall be deemed of no force and effect and unenforceable without

impairing the validity and the enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

- 19.2 In the event a provision of this Agreement is declared unenforceable under Section 19.1, then the parties shall meet and bargain collectively concerning a replacement for said Article.
- 19.3 The exercise or non-exercise by the City or the Union of the rights covered by this Agreement shall not be deemed to waive any such right or right to exercise them in the future.

### **ARTICLE 20**

### CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that during the negotiations for this Agreement each party had the unlimited right and opportunity to make demands and proposals with respect to any subject matter included by law within the area of collective bargaining, and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the City and the Union, for the life of this Agreement, each voluntarily waives the right, except as provided in Article 18, to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed. This Agreement contains the entire contract for and during its term, except as may be otherwise specifically provided herein.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

### **ARTICLE 21**

### **DURATION. MODIFICATION & TERMINATION**

This Agreement shall become effective on the first day of the first pay period following the date it has been ratified by both the Union and City Commission and shall remain effective through September 30, 2024. On or before October 1, 2023, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement. Failure to notify the other party of intention to modify, amend or terminate, as herein above set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

IN WITNESS WHEREOF, the parties here	eto have hereunder set their hands and seals this
20th day of December	, 2021.
The International Union of Painters and	CITY OF BARTOW
Allied Trades District Council 78,	
Local Union 1010, AFL-CIO	
Authorized Representative, DC78	George A. Long, City Manager
ATTEST:	ATTEST:
Chairman Local 1010	Clacqueline R. Poole, City Clerk

# This page intentionally left blank

### Exhibit A

	1	1	2	1	4	5	6	7		1	10	11	12	13 2,50%	14 2.50%	15 2,50%
Tible	Probation	5,80%	2.50%	2,50%	2.50%	2.50%	2.50%	2,58%	2.50%	2,50%	2.50%	2.50%	2.50%	8.00 /6	WARN	- Append
1 Co	10.000	10.500 21,840.00	10.763 22.387.04	11.032 22.946.56	11,308 23,520.64	11.591 24,109.28	11.881 24,712.48	12 178 25,330.24	12,482 25,962.56	12.794 26,611.52	13.114 27,277.12	13.442 27,859.36	13,778 28,658.24	14.127 29,373.76	14.475 30,108.00	14.837 30,860.96
2 Cr	ime Scene Te 16,694	chnician 17.529	17.957	18.416	18.876 39.262.08	19.348	18.832 41,250 56	20.328 42.282.24	20.836 43,335.88	21,357 44,422.56	21.891 45 533.28	22.438 46.671.04	22,999 47,837,92	23.574 49,033.92	24.163 50,259.04	24.767 51,515.36
3 D	retomer Servi	te Represent	15.236	15.617	16.007	16,407	16.817	17.237	17.688	18.110	18.563	19.027 39,575.16	19.503 40,585.24	19.991	20.491 42,621.28	21,003 43,686.24
4 50			31,690.88	32,483.36	33,294,56	34,126.56	34,979.36	35,852.96	36,749.44	37,668.80	38,611,04	39,310.10	10,500.21	41,001.20	10,001.00	
4 6	17.731 36.880.48		19.083 39,692.64	19.560 40,684.80	20.049 41,701.92	20,550 42,744.00	21.064 43,813.12	21.591 44,909.28	22.131 46,032.48	22.684 47,182.72	23.251 48,362.08	23.832 49,570.56	24,428 50,810.24	25.039 52,081.12	25.665 53,383.20	26.307 54,718.55
5 Fc	ood Service W	orker	10.763	11,032 22,946.66	11.308 23,520.64	11,691 24,109,28	11.881 24,712.48	12,178 25,330.24	12.482 25,962.56	12,794 26,611,52	13,114 27,277,12	13.442 27,959.36	13,778 28,658.24	14,122 29,373.76	14.475 30,108.00	14.837 30,860.86
6 G	roundskeeps		22,391.01	ELGYDAG	10,210.0.							40.004	18,195	18.650	19.116	19,594
		28,845.44	14.215 29,567.20	14.570 30,305.60	14.934 31,062.72	15.307 31,838.56	15.690 32,635.20	16.082 33,450.56	16,484 34,286.72	16.896 35,143.68	17.318 36,021.44	17.751 36,922.08	37,845.60	38,792.00	39,761,28	
7 4	brary Assista 13.562 28.208.00		14.596 30,359.68	14.961 31,118.88	15.335 31,896.80	15,718 32,693.44	16.111 33,510.88	16.514 34,349.12	16.927 35,208.16	17,350 36,088.00	17.784 36,990.72	18.229 37,916.32	18.685 38,864,80	19 152 39,836, 16	19,631 40,832,48	20.122 41,853,76
B M	aintenance \$		42.004	44.000	14.356	14.715	15.083	15,460	15.847	16.243	15.649	17.065	17 492	17.929	18.377	18.836
1	12,696	13.331 27,728.48	13.664	14.006 29.132.48	29.860.48	C=770	1210		32,961.76	1		35,495.20	36,383,36	37,292.32	38,224.16	39,178.88
9 M	sintenance \$ 13.861	pecialist II 14.560	14,924	15.297 31,817.76	15.679	16.071 33,427.68	16.473 34,263.84	16.885	17.307 35,998.56	17.740 36,899.20		18,639	19.105 39,738.40	19.583 40,732.64	20.073 41,751,84	20.575 42,796.00
10 1	78,643.30 Laintenance 5	30,284.60 pacialist Ni	31,041.92	31,017.10	32,912.32	33,721.00	51,290,01							40 302	22,881	23,453
	15.809	18.599	17,014	17.439	17,875	18.322	18.780 39,067.40	19.250	19,731 41,040,48	20.224 42.065.92			21,/79 45,300,32	22,323 46,431.84	47,592,48	
11 T	CS Maintena	ee Specialis		36,273,12	37,180.00	38,109.76	35,002,40	40,040.00							45.003	47.307
	11.71	12,304	12.512		13.250		13,921	14,269	14.626	14.992 31,183.36		15.751	16.145 33.581,60	16.549 34,421.92	16.963 35,283.04	17,387 36,164.96
40. 9		25,597.32		26,698.16	27,550.00	28,248.48	28,955.68	29,679.52	30,922.00	31,103.40	21,003-50	34,142.40	80,000,00			
12 3	CS Maintena 15.10			16.659	17.075	17.502	17 940								21,858 45,484.64	22,404 46,600,32
	31,412.1	32,982.56	33,806,24	34,650.72	35,516.00	35,404,16	37.315.20	36,249,12	39,205 92	40,185.60	41,190,24	42,219.84	43,274.40	44,330.00	43 101.01	40,000,52
13	ICS Maintena 16 56			18.271	18,728	19,196	19.676	20.168	20.672	21.189	21.71				23.974	
		5 36,171.20	Part and	1	V 0.1		40,926.08	41,949.44	42,997.76	44,073.17	2 45,175.5	45,304,98	47,463.52	48,649,12	49,665.92	51,111.84
14 1	Maintenance I 15.55	E7 6 12 12 12 12 12 12 12 12 12 12 12 12 12			17.589 36 585 12	18.029		18.942	19.416 40,385.28	19.90	20.39 42,429.9	20.909			27.517 46,835.36	
15 1	Maintenance		34,021,20												24.351	24.967
	16.87	8 17.669 4 36,751.57			19.020	19.504 4 40,558.32		20.497 42,623.38			9 22.95 2 45,899.3		48,222.72			
18 1	Water/Waster			30,010.12							20.20	0 20,79	21.317	21,850	22,39	22.956
	15.47										5 20,29 0 42,203.2					
47 1	32,183.1 WaterWester	4 33,793.74			30,331.0	91,300.0	30,646.71	30,1002.							05.45	26.056
,,	17.5	18,43	18.900	1 19.373					21.91 2 45.591.5					5 24,800 51,584.00		
41	36,526.i Maintenance	18 38.353.12 Marker I	39,312.00	4D,295.84	41,302,5	6 47,334.2	43,392.9	0 44,420,7	2 43,351.0	2 40,131.0	1.,000.				T	
	10.9	7 11.47.														100 0000
10	22,728. Maintenance	6 23,863.8 Worker B	4 24,460.B	0 25,072.32	25,698.4	g 26,341.1	21,000.4	8 27,676.4	20,303.1	2 29,078.4						
13	1 410	10 1 19 54	6 12,86	0 13.182	13.51	2 13 85	0 14.19					0 16.06 33,408.9				
-	24,853. Mechanic i	26,095.6	8 26,748.8	0 27,418.56	26,104.9	5 28,808.0	0 29,527.6	30,266.0	9 31,023,7	0 31,799.0	₩ 9€9AT	33,400.8	S1, C13.1			
20	15.8	00 16.59 00 34,507.2		6 17.430 0 36.254.40	17.88 37.161.2	6 18.31 8 38,091.0	3 18.77 4 39,043.6	1 19.24 58 40,019.2	0 19.72 0 41,019.6	20,2° 8 42,045.	14 20.7 12 43,095.	19 21.23 52 44,172.5	7 21.76 6 45,277.4	8 22,31. 4 45,409.9	2 22 87 5 47,559.6	0 23.442 0 48,759.36
21	Mechanic II							22.07	27.6	16 93 41	92 23.7	72 24.34	6 24.97	25,59	9 26.2	39 25.895
	18.1 37 708	29 19.03 12 39.592 8	19.51 10 40.582.8	1 19.999 8 41.597.93	9 20.49 2 42.637.0	9 21.01 92 43,702.6	11 21.53	45,913.9	2 47,062	B 48,239.	36 49,445.	76 50,681.	8 51,948.0	0 53,245,9	2 54,577.	55,941,60
22	Pulice Reco	da Clerk						14 87	S 45.1	15.5	57 15.9	46 16.3	16.7	54 17,17	3 17.6	02 18.042
,	25,296	96 26,561.8	27,225.1	27,905.2	8 28,602.	08 29,317.1	30,049.	76 30,600.6	31,570	24 32,358.	56 33,167.	68 33,997.	50 34,848.	32 35,719.8	4 35,612.	16 37,527.38
23	Public Safet	Alde 50   13.21	13.61	14 13.95	4 14.3	14 6	51 15.0	1	15.7	89 16 1	84 16.5	89 17.0	04 17.4	28 17.86	5 18.3	
74	Recreation	ipeclalist		12 29,024,3 83 13,71				77 15 6	40 166	24 160	ng 16.3	07 16.7	15 17.1	33 17.56	1 18,0	00 18.450
-	25,864	.80 27,158.	56 27,836.0	64 28,533.4	4 29,246.	68 29,979.	04   30,727.	84   31,495.	36   32,283.	68   33,090.	.12   33,918	.30   14,767.	zu   35,030.	OH   20,310.1	~ 1 at 440.	00 38,376.00

### Exhibit A

Title	T.	robation	5.00%	2 2,50%	3 2.50%	4 2.50%	5 2.60%	2,50%	7 2.60%	8 2.50%	2.50%	19 2.50%	11 2.50%	12 2.50%	13 2,50%	14 2.50%	15 2.50%
	mail E	Engine Ma 14,758	ehanic 15.496	15 683 33 038.64	16.280 33.862.40	16.587 34.708.96	17 104 35 576.32	17.532 38.466.58	17.970 37,377.60	18.419 36.311.52	18.879 39,268.32	19.351 40.250.06	19.835 41,256.60	20 331 42 288 48	20.839 43,345.12	21.360 44,428.60	21.894 45,539.52
26 8	olid V	15.032	15.784	16.179	16,583	16.998	17.423	17.859	18.305	18.763	19.232	19,713	20,206	20.711	21,229 44,156,32	21.760 45,260.80	22 304 46 392.32
27 6	olid ¥	11,266.56 Naste Wo 11 982		33,652.32 12.696	34,492.64 13.218	35,355.84 13.548	35,239.84 13.887	37,146.72 14.234	38,074.40	19,027.04	40,002.56 15.329	15,712	16,105	16.508	16.921	17,344	17,778
24 1	12	14,922.56 menualca	26,168,48 Bons Coord	26,823.68 instar	27,493.44	28,179.84	28,884.96	29,606.77	30,347,20	31 106.40 26 560	31,884.32	32,680.96 28.010	33,498,40 28,710	34,336,64 29,428	35,195,68	30,918	36,978 24
29 1			22.428 46,650.24 pione Opera		23 564 49,013.12	24.153 50.238.24	24.757 51,494.58	25.376 52.782.08	26 010 54,100.80	55,452.80	56,840.16	58,260.80	59,716.80	61,210.24		64,309.44 24,123	24,726
		16.667 34,667.35	17.500 36.400.00	17.938	18.386 38,242.88	18,846 39,199.68	19.317 40,179.36	19,806 41,184.00	20.295 47,213.60	20.802 43,288.16	21,322 44,349,76	21,855 45,458.40	22,401 46,594.08	22,961 47,758,88	23.535 48,952,60	50,175 84	51,430.08
	1	34,050.00	17.194 35,763.52	38,657.92	18.065 37,575.20	18.517 38.515.36	18.980 39.478.40	19 455 40,466,40	19 941 41,477,28	20,440 42,515.20	20.951 43,578 08	21,475 44,668 00	22 812 45,784.96	22.562 45,928.96	23, 126 49, 102,08	23.704 49,304.32	24.297 50,537.78
31 1	- 1	16,375	nt Operator 17,194 25,763,52		18.065 37.575.20	18,517 36,515,36	16.990 39,478.40		19,941 41,477.28	20 440 42 515 20	20,951 43,578 08					23.704 49,304.32	24,297 50,537,76
32	1	Plant Op 18,712 38,920,96	19.648	20.139 41,889,12	20.647 42.935.36	21.158 44.008,64	21,687 45,108.96	22 229 46,236.32		23,355 48,578.40		24.537 51,036.96					27,761 57,742.88
33	Waste	rwater Pla 18,712	int Operator	E	20.642	21,158 44,008.64	21,687	22 229	22.785	23 355 48 578.40	23,939 49,793 12						27.761 57,742.68
34	Electr	ric Groun: 14.697	d Worker (Pr 15.432	Apprantice	Program) (6.213	16.618	17,033										
35	Аррги	entice Lin 15.437	# Worker 1 16.204	32,903.44	17,024	17,450	17.885										
36		entica Lin	33,704.32 Worker II 2 20,204		1	36,296.00											
37	Appr	40,071 3 ewice Lie	6 42,024,37 10 Worker III 2 25,197	43,074.72	44,152.16			1							$\vdash$		
31	Appr	49,903 3 rentice Lis	6   52 399 30 no Worker IV	53,709.76	55,053.44	56,430.40	57,840.6		-	-	+-	-	+	+	+-		
39	Line		6 31.412 8 65,336.90 Surasyman	2 32,197 5 66,969.78	68,644.16	70,360.1	72,119.8	4	-	-	-		+-	+	+-	+	1
40	Tenu	33.24 69,143.2 ibleman	8 72,598.2	3 35.776 4 74,414.06					-	-	-	-	-		+		-
		33.69 70,093 9	9 35.38 2 73.598.7	2 75,439.5							-		-	-	-		-
		35.46 73,765.1	2 77,452.9	7 38 16 6 79 389.4	4 81,373,76								1_		-		1
42	Sub	16.81	14 17.65	aprentice Pr 18.09 10 37,639.6	6 18.54												
43	Sub	station A	pprentice Wi		1 19.47	6 19.98 8 41,523 (	2000										
44	Bub	station A	pprentice W	erkar II 15   27.08	M 22.63	6 23.20	2 23.7	82									
45	Sub	23.8	oprentice W 47 25.0	39 25.66	55 26 30	7 26.9	65 27.6	39									
48	Sut	bstation A	76 62,081. Apprenties W	12 51,383.2 brker IV 99 29.83			36 32.1	19					1	T			
47	Şul	57,643. batation L		92 62,038.1	08 63,589.7	6 65,178.	88 66,807. 18 35.6	88				1					
41	Sul	64,017 betation T	36 87 250. echnician	56 68,9312 45 36.74	41 37.6	60 38.6	02 39,5	567	+	+	1	+					1
L		71,007	.04 74,557.	60 76.421.	26 78,332	80 80,292	15 87,799										

### Exhibit A

		1	2	3	4	5		7		9	10	11	12	13	14	15
Title	Probation	5.00%	2.50%	2.50%	2,50%	2.50%	2.50%	2,50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.56%	2.50%
49 E	nginsering Te	theigian i														
	20.937	21,964	22.534	23.097	23.674	24.266	24 873	25.A95	26.132	26.785	27.455	28.141	28.845	29,566	30.305	\$1,063
	43,548.96	45,726.72	45,870.72	48,041.76	49,241.92	50,473.28	51,735.84	53,020,60	54,354.58	55,712.80	57,105.40	58,533.28	59,997.60	61,497.28	63,034.AD	84,611.04
80 E	ngicoaring To	chniclan (I														
	27.A11	28.782	29.502	30.240	30.996	31,371	32,565	33.379	34.213	35.060	35 945	36.844	37.765	38,709	39.677	40.669
	67.014.68	59,866.56	61,354.16	62,899.20	84,471,68	66.083.68	67,735.20	89,428 32	71,163.01	72,941.44	74,765,B0	76,635.52	78,551,20	80,514,72	82,528.16	84,591.52
51 L	ing Trimmer															
	17.029	17.880	18.327	18.785	19,255	19,736	20.229	20,735	21,253	21,784	22,329	22.887	23 459	24.045	24.646	26 262
	35,420.32	37,190,40	38,120,16	39,072,60	40,050,48	41,050,88	42.076.32	43,128,80	44,205.24	45,310,72	46,444,32	47,604,96	48,794,72	50.013.60	51,263 68	52,644.96
52 U	tillly Service Y	Verker						-								
	17,489	18.363	18.822	19,793	19.775	20 269	20,776	21.295	21.827	22 373	22,932	23 505	24,093	24.695	25 312	25 945
	35,377.12	38,195.04	39,149.76	40,129,44	41,132,00	42.159.52	43,214.00	44,293,60	45,400,16	46,535.84	47,698.55	48,850,40	50,113.44	51,365,60	57,648.96	53,965,60
53 h	leter Technicia															
	19,879	20,673	21.395	21,930	22,478	23.040		D.					l	1		
	41,348,32	43,415,84	44,501.60	45.514.40	46.754.24	47.523.20				1			1			
34 N	latar Technicis															
	25.711	28.997	27.672	28.384	29.073	29,600				1			1	D 9		
	53,478.88	56,153.76	57,557.76	58,997,12	60,471,84	61,\$84,00										
55 W	let er Technick		-		110000											
	30.792	32,332	33,146	13.969	34,818	35,588				1						
	64,047.36	67,250.56	65,931,20	70.655.52		74,231,04				i						