CONTRACT

BETWEEN

CITY OF OPA-LOCKA AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, COUNCIL 79
LOCAL 2068

October 01, 2005-September 30, 2008
BOARD OF CITY COMMISSION

Joseph L. Kelley
Mayor

Dorothy "Dottie" Johnson
Vice Mayor

Timothy Holmes
Commissioner

Rose Tydus
Commissioner

Terence K. Pinder
Commissioner

A. Quinn Jones, III
City Attorney

Deborah S. Irby
City Clerk

Jannie R. Beverly
City Manager
This Contract shall continue in full force and effect until midnight, September 30, 2008.

DATED at Miami, Florida, October 01,

American Federation of State, County and Municipal Employees, Council 79, Local 2068

By: Josephine Le Beau
   Chief Negotiator

By: Randolph Aikens
   President

City of Opa-locka, Florida

By: Jannie R. Beverly
   City Manager

Approved as to form and legal sufficiency:

By: A. Quinn Jones, III
   City Attorney
CITY OF OPA-LOCKA

BARGAINING TEAM

Jannie R. Beverly
City Manager

Ezekiel Orji
Asst. City Manager/Finance Director

Sara A. Holmes
Human Resources Director

Faye Douglas
Assistant Finance Director

Lavelle Jenrette
Assistant Director/Public Works
EMPLOYEE COMMITTEE BARGAINING TEAM

Josephine Le Beau
Staff Representative
Chief Negotiator

Edward Moore
Staff Representative

Randolph Aikens
President

Derrick Erwin
Executive Board Member
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TERM OF AGREEMENT AND REOPENING

A. It is agreed and understood that this contract and each of its provisions shall be effective and constitute a legally-binding contract upon ratification by the City of Opa-locka and by members of the bargaining unit represented by the American Federation of State, County, and Municipal Employees, Council 79, pursuant to Florida Statutes, Chapter 447 309.

The parties further agree that any City Personnel Policies and Procedures pertaining to wage, hours, terms and conditions of employment not included in this contract, shall continue until the parties reopen negotiations pursuant to C.2. below:

B. In the event either party fails to ratify this contract, both parties to return to the bargaining table for further negotiations.

C. The terms of this Contract are for three years provided:

1. The wage agreement shall be effective upon ratification and shall continue until midnight September 30, 2008.

2. The term and conditions of employment will be effective from October 1, 2005 and shall continue until midnight, September 30, 2008.

3. The parties agree to reopen negotiations for fiscal years 2006 – 2009, no later than March 2005. The parties agree that either party may reopen three Articles/Appendices and salary or other economic issues.

D. Agreements reached on wages, hours, and terms and conditions of employment subsequent to the ratification of this Contract, shall be incorporated and added to this contract as an addendum.

E. During negotiations Union members will continue to be governed by the current economic agreement. These provisions will govern until negotiations for the revised economic package have been concluded and agreement is reached or impasse procedures have been exhausted.

F. In the event the City determines that wage increases can be done prior to September 30, 2005, the City will notify the Union and convene discussions/negotiations on wage increases for members of Local 2068. Such wages shall be retroactive to the date of ratification.
ARTICLE I

PREAMBLE

Section 1. Contracted Agreement

This agreement is entered into by and between the City of Opa-locka hereinafter referred to as the “Employer” or “City” and Florida Public Employees Council 79 of the American Federation of State, County, and Municipal Employees (AFSCME) hereinafter referred to as the “Union”.

Section 2. Objective

The principal objective of the City of Opa-locka is to provide for effective and cost efficient delivery of services to the City and foster a community climate conducive to promoting public health, safety, and welfare.

Section 3. Purpose

It is the purpose of this agreement to provide, where not otherwise mandated by statute or charter for the salary structure, fringe benefits and employment conditions of the employees covered by this agreement; to prevent interruption of work and interference with the efficient operation of the city; and to provide an orderly, prompt, peaceful, and equitable procedure for the resolution of differences; and the promotion of harmonious relations between the City and AFSCME.

Section 4. Certification

It is acknowledged that during the negotiations which resulted in this Agreement, the parties agreed that all permanent, full-time and regular part-time employees of the City, indicated in PERC (Public Employees Relation Committee) certification 1156 and other recorded documents, who are included in the collective bargaining unit will be covered by this executed collective bargaining agreement.

Section 5. Rights/Obligations

Nothing contained herein will be construed to deny any employees their rights and/or obligations under federal and state law or a local ordinance.
ARTICLE 2

RECOGNITION

Section 1. Election

Pursuant to the secret ballot election held on January 8, 1997, and pursuant to the order to the order of PERC RC-96-038 dated January 24, 1997, the City recognizes Florida Public Employees Council 79, American Federation of State, County and Municipal Employees (AFSCME), as the sole and exclusive bargaining agent of the employees within the bargaining unit covered by this Agreement for the purpose of collective bargaining in respect to wages, hours, and other conditions and terms of employment. Local 2068 is an affiliate of Florida Public Employees Council 79, American Federation of State, County, and Municipal Employees, (AFSCME).

Section 2. Certification

The bargaining unit for which this recognition is recorded is as defined in certification number 1156, granted by the PERC on January 24, 1997 and other recorded documents, comprised of the permanent full-time and regular part-time employees of the City.

Section 3. Designation of any Position

Any position created, or any change in title of any position, shall not result in such position being excluded from the AFSCME unit. In the instance a position is created and designated by the City or the City Manager to be a managerial or confidential within the meaning of the Public Employees Relations Act (PERA), such designation of the position shall be included or excluded from the AFSCME unit until such time as the designation of the City or the City Manager is reversed by PERC. If the parties can reach an agreement, the parties shall not submit the issue to PERC for final determination as provided in Chapter 447, Florida Statute.

Section 4. Bargaining Unit

The aforementioned bargaining unit as defined in Section 2 above, has been appropriately certified by the Public Employees Relations Commission (PERC) and is therefore understood that no modification, addition or subtraction to said bargaining unit can occur until all procedural steps provided by Chapter 447, Florida Statutes and PERC rules have taken place, and until such as PERC amends the definition of the bargaining unit.
ARTICLE 3

GENERAL PROVISIONS

Section 1. Non-discrimination

A. The City and the Union agree that the provisions of the contract shall be applied equally to all employees, and there shall be no discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, handicap, or sexual preference.

B. The City and Union agree not to interfere with the rights of employees to become members or non-members of the Union. It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.

C. There shall be no discrimination by the City or any of its representatives against any employee whose activity is permissible under law or this contract and who is performing in an official capacity on behalf of the Union.

Section 2. Proposed Amendments

The City agrees to notify the Union of any proposed amendment or change in any policy or ordinance that will affect in any way the employment, terms and conditions of the employees in this Unit.

Section 3. Meetings and Labor Management Committee

A. The President of the Union or his/her designee, and the City Manager, or his/her designee(s), shall meet and confer on matters of mutual interest and concern that are outside the provisions of this Contract. Such meetings may be initiated at the request of either party and are to be arranged at mutually agreeable times. The purpose of the meeting is to discuss concerns which may have bearing on employment, terms and conditions of employment.

B. There shall be a Labor-Management Committee which shall meet to discuss matters of mutual concern, including matters relating to labor-management relations and may make reports and recommendations to the City Manager and Union President. The Labor-Management Committee shall consist of two (2) members designated by the Union and two (2) members designated by the City. The committee shall meet quarterly or at other times by mutual consent. The meetings should not exceed one (1) hour and employees designated to participate shall attend without loss of pay. An agenda shall be prepared in advance and forwarded to the City Manager and Union President.
Section 4.  Grievance

A. Refusal by the Union to process a grievance for an employee who is not a member of the Union shall not be considered discriminatory.

B. When an employee has the right to process a grievance through either the procedure provided in this agreement or through the Equal Employment Opportunity Commission (EEOC) or any state or local Equal Employment Opportunity Agency, and the employee files a complaint with the EEOC or any state or local Equal Employment Agency and also initiates a grievance under the contract grievance procedure; the parties agree to suspend the processing of the grievance, except for a grievance involving discipline or promotion of an employee for the period which the complaint is being pursued. However, when a decision is rendered, or if a decision has not been rendered within one (1) year after filing the complaint, the employee or Union shall have fifteen (15) working days from the date the decision is rendered or if not rendered after one (1) year, to notify the employer that proceedings under the contract grievance procedure are to be reinstated.

Section 5.  Information Request

The City agrees to furnish to the Union at the same time and under the same conditions as such documents are made available to the general public and at no charge a copy of the annual financial report and final adopted budget. Extract of the minutes of any meeting of the City Commission are to be made through request to the City Clerk’s Office.

Section 6.  Union Representation at Collective Bargaining

The President and no more than three (3) designated representative(s) of the Union shall have paid days for the purpose of negotiations. Written notice to be given to the Director of Human Resources of the names of employees designated to represent the Union in negotiations.
ARTICLE 4

MANAGEMENT RIGHTS

Section 1. Management - Authority

The provisions of this Contract are not to be interpreted in any way or manner to change, amend, modify, or in any other way to delimit the exclusive authority of the City and the City Manager for the management of the City and any part of the City. It is expressly understood and agreed and agreed that all rights and responsibilities of the City and City Manager, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, state regulations, and local ordinances, shall continue to be exercised exclusively by the City and the City Manager without prior notice or negotiations with AFSCME, except as specifically and explicitly provided for by the stated terms of this Contract. Such rights thus reserved exclusively to the City and the City Manager, by way of limitation, included the following: (1) selection and promotion of employees; (2) separation, suspension, dismissal, and termination of employees for just cause; (3) the designation of the organizational structure of the city and the lines of administrative authority of the City.

It is understood and agreed that management possesses the sole right, duty, and responsibility for operation of the city government and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the agreement. These rights included; but not limited to, the following:

a. Discipline or discharge of any employee for just cause;
b. Direct the work force;
c. Hire, assign, and transfer employees;
d. Determine the missions of the city agencies;
e. Determine the methods, means and number of personnel needed or desirable for carrying out the city's missions;
f. Introduce new or improved methods or facilities;
g. Relieve employees because of lack of work;
h. Contract out for goods or services, and,
i. Such other rights, normally consistent with management's duty and responsibility for operation of the City's services, provided, however that the exercise of such rights does not preclude the Union from conferring about the practical consequences that decision may have on terms and conditions of employment.

Section 2. Statutory and Charter Authority

The City Commission and the City Manager have statutory and charter authority respectively, for effective management.
ARTICLE 5

NO STRIKE PROVISION

Section 1. Strikes

During the term of this contract, neither the Union nor the employees in the bargaining Unit, for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike; interfere with the work and functions or obligations of the City, or engage in any other activities which are prohibited in Section 447.203(6), Florida Statutes.

Section 2. Work Stoppage

The Union agrees to notify its members of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. The Union further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption which may be cause or initiated by others.

Section 3. Violation of Article

In the event the appropriate administrative and/or court proceedings determine that a violation of this Article has resulted, as per Florida Statutes, Section 447-507, the employer may immediately seek action from the Florida Public Employees Relations Commission (PERC).
ARTICLE 6

SUB-CONTRACTING

Section 1. Contractors/Sub-Contractors

The City shall retain all rights to determine whether and/or to what extent any work shall be performed by employees’ contractors or sub-contractors.

Section 2. Contracting

When the City determines that it is in its best interest to enter into a contract with an outside supplier or service agency to perform services presently being performed by the City of Opa-locka employees, the City agrees that it will notify Local Union 2068/Council 79 AFSCME, in writing prior to when bids are requested and will, within ten (10) days thereafter, meet and discuss with representatives of Local 2068/Council 79 what impact the Union alleges may result from the determination.

Section 3. Discussion of Plan

The City agrees to discuss with the Local its plan, and to work with the Local on alternatives to contracting out.

Section 4. Available Work

If the City enters into such contract and, as a result thereof, an employee will be laid off, the City agrees such employee will be entitled to first consideration by the contractor for any available work.

Section 5. Other Procedures

In the event the employee is not employed by the contractor, the layoff and recall procedure contained within this Agreement shall apply. In the event an employee with seven (7) or more years of service chooses to accept a position in another classification in accordance with the layoff and recall procedure, the employee shall be given two (2) weeks of training in a new job.
ARTICLE 7

DUES DEDUCTION

Section 1. Authority for Payroll Deduction

Any employee covered by this agreement may authorize a payroll deduction for the purpose of paying union dues. Such authorization becomes effective only upon receipt by the City of a fully executed dues deduction form from any employee.

Section 2. Dues

The Union will initially notify the City as to the amount of dues. Such notification to the City shall be in writing from an official of the Union. Changes in union membership dues will similarly be certified to the City at least thirty (30) days prior to the effective date of that change.

Section 3. Deduction of Union Dues

The City agrees to deduct the regular union dues from each employee who is a union member, who requested said deduction, and to remit such deduction to the Union within seven (7) days of the second bi-weekly pay day via electronic transfer. The effective date for stopping of dues shall be at the beginning of the pay period thirty (30) days following the date the form is signed and given to the City.

Section 4. Hold Harmless Clause

The Union will indemnify, defend, and hold harmless against any claims, suits, orders, or judgments brought or issued against the City as a result of any action by the City based on payroll deductions under the provisions of this Article.

Section 5. Non-Deduction

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

Section 6. Authorization Forms

The authorization forms required by this Article shall be forwarded to the Director of Human Resources.

Section 7. Report of Employees

The City agrees to provide to the local union on a semi-annual basis, a complete up-to-date listing of all employees covered by this contract. Such listing shall include the employee's job classification, work location, home address, social security number and membership status as it appears on the records of the City.
ARTICLE 8

UNION STEWARDS

Section 1. Designation of Stewards

The Union has the sole right and discretion to designate stewards and chief shop stewards and specify their respective responsibilities and authority to act for the Union. The Union agrees to furnish the Human resources Department with a complete written list of union representatives including shop stewards, chief shop stewards, and their assigned grievance district. The Union further agrees to promptly inform the City through the Director of Human Resources, of any changes and to keep such lists current at all times.

Section 2. Recognition of Union Personnel

The City and the Union recognize that union officers and stewards have in their relationship to their jobs a need for continuity in the assigned work location. It is agreed therefore, that the City will carefully consider the reassignment of union officers and stewards.

Section 3. Chief Shop Steward

The chief shop steward shall be permitted to process grievances, as well as assist other stewards in the processing of grievances in accordance with grievance procedures and with the prior approval of their supervisor.

Section 4. Union Business

a. Where it is reasonable and necessary for a Staff Representative of the Union, other than an employee on the shift, to enter the City’s property or buildings to investigate a grievance, to file a grievance, or to conduct other union business, such staff representative shall make the City award of their visit through the Department of Human Resources. Non-employee representative shall be permitted access to City work sites for the purpose of conferring with the department head or other management personnel, and shall be allowed to conduct union business in non-working areas during an employee’s breaks/lunch. The supervisor will assist in providing a suitable area/location.

Approvals

b. Union stewards shall receive approval from their immediate supervisors prior to leaving their work assignments for union activities. The approval of the supervisor shall not be unreasonably withheld. Notification by the steward shall not require explanation to the supervisor of the problems involved other than to identify the area to be visited and the general purpose of the visit, i.e. Grievance, Investigation, Labor-Management Meetings, Negotiation Session, etc.

c. The Union agrees that activities by both union stewards and non-employee representatives shall be carried out in such a fashion as not to interfere with normal work production.
ARTICLE 9

BULLETIN BOARDS

Section 1. Bulletin Board Space

The City will furnish AFSCME with sufficient bulletin board space at major job locations where bargaining unit members are assigned. The space provided shall be approximately 30 X 30 inches; where possible. If the Union desires additional bulletin boards, it may request permission to erect its own. A request to erect a bulletin board in conformance with City standards shall not be unreasonably withheld.

Section 2. Posting of Materials

The Union may post any appropriate material pertaining to union matters such as appointments, meeting announcements, social and recreational events, achievements, union election results and information, but excluding election campaign material, as long as none of these contain anything profane, obscene or defamatory of any individual or the City. Posting shall be signed by an authorized representative of the Union or the organizational origin shall be set forth.

Section 3. Additional Space

The City will provide space in locations where union literature, which is consistent with the provisions of Section 2 above, may be placed so that employees may pickup copies.
ARTICLE 10
LEAVE OF ABSENCE FOR UNION WORK

Section 1. Acceptance of Union Position

An employee who leaves the employ of the City to accept a full-time position with the Union and who makes application for re-employment within thirty (30) days of the expiration of that position in the Union, shall be entitled to reinstatement with accrued continuous service at the same step in the pay range for that job class, provided that the employee is still able to perform such work and such application is made within twelve (12) months of the date of taking the position.

Section 2. Health Care Coverage

The City agrees to continue the employee's comprehensive health care coverage and any of his/her dependent(s) coverage provided employee pays full cost of all coverage in advance each month to the Human Resources Department.

Section 3. Union Functions

Leave of absence with pay shall be granted to an employee designated by Union to attend union functions. The total amount of days granted cumulatively for all bargaining unit employees under this provision shall not exceed six (6) working days in any contract year.
ARTICLE 11

SENIORITY

Section 1. Seniority Defined

Seniority as used herein is defined as the right accruing to employees through length of service which entitles them to certain considerations as provided for in this agreement.

Seniority standing shall be based on an employee’s continuous full-time (pro-rated for part-time) employment in a permanent position with the city, or within a classification.

Section 2. City Seniority – Defined

Continuous permanent, full-time service with the City of Opa-locka, (pro-rated from part-time employees) dating from the employee’s most recent date of such employment.

Section 3. Classification Seniority-Defined

Continuous full-time service in said classification (pro-rated for part-time employees) within a division or department dating from the employee’s most recent date of employment in that classification. Service in any temporary assignment outside such classification shall be included as such full-time service.

Section 4. Loss of Seniority

An employee’s seniority and employment shall terminate when an employee:

a. Voluntarily resigns

b. Retires

c. Is discharged

d. Fails to return from an authorized leave of absence provided the employer has sent a certified letter (to last known address) recalling the employee to work, and the employee had not returned seven (7) working days following proof of receipt of letter.

e. Fails to respond within seven (7) working days after the date of service of a certified letter recalling the employee to work.

Section 5. Comparative Status

Whenever seniority is used for determining comparative status between two (2) or more employees and a tie exists, classification seniority shall apply; if a conflict, then City seniority shall decide. If a tie still exists, the status shall be determined by “Lot”. (Lot - an object used in making a determination or choice at random).
ARTICLE 12

LAYOFF, BUMPING AND RECALL

Section 1. Layoff

A. The City shall layoff employees in the following order:

(1) Emergency or temporary appointees.

(2) Provisional and Probationary employees. (Provisional - a person hired temporarily for a job typically before having taken a qualifying examination).

(3) Non-resident permanent employees, hired after July 5, 1995.

(4) Resident, permanent employees and *non-resident permanent employees employed with the City on or before July 5, 1995.

Layoff is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.

The employer shall determine when a layoff is necessary, which positions will be eliminated, and the number of employees by job classification who must be removed. When the City determines that a layoff is necessary within any department, the City Manager shall determine which positions in the department are to be eliminated and the employees within the department will be laid off by classification in inverse order of seniority as designated below. (Inverse - reversed in order).

Employer, will remove the necessary number of employees from the affected job classification, first in reverse order of job classification seniority within the Department; and second, in reverse order of City-wide seniority within the job classification. When employees have the same City-wide seniority, the employee with the least City service (all jobs) shall be removed.

*The following non-resident employees employed by the City of Opa-locka on or before July 5, 1995, shall enjoy the same status as resident permanent employees as outlined in Ordinance 98-4, July 22, 1998. Also, all other non-resident employees hired on/or before July 5, 1995 who are members of the bargaining Unit and who may have been inadvertently left of the list shall also enjoy the aforementioned status.
The employer shall give an employee who is to be laid off as much advance notice as is reasonably possible. The Union shall be provided with a copy of such notices at the time such notices are provided to employees of pending layoff.

An employee on layoff may continue enrollment in the current Comprehensive Health Care Program provided the employee pays the entire monthly premium in advance without the contribution by the City of Opa-locka for up to two (2) years following date of layoff. The employee who fails to pay in a timely manner will be eliminated for the Comprehensive Health Care Program.

Section 2. Layoff/Bumping

A. The employee removed from his/her job code by the procedure described in paragraph D, section 1, above shall have the right to bump an employee with less departmental seniority assigned to the same job classification.

B. An employee bumped from his/her position may exercise the procedure described in paragraph 1 above to bump an employee with less City-wide seniority assigned to the same job classification.

C. An employee who does not have sufficient seniority to retain a job within his/her job classification shall, qualifications and experience permitting, may be placed in a vacancy in another job classification, provided he/she has previously satisfactorily performed such job for the City. If there is no vacancy, the employee may be placed, at the employer’s option, in a vacancy in another job family and trained so as to be able to satisfactorily perform the duties.

D. An employee who lacks sufficient job classification seniority to retain a job within the job classification, and who cannot be placed in a job under paragraph C above will be laid off.

Section 3. Recall

A. Recall is the calling back of an employee who was laid off.

B. An individual will remain on the recall list for twelve (12) months from that effective date of layoff, unless removed earlier under the provisions of paragraph C below. An individual on the recall list is responsible for keeping the Department of Human Resources informed of his/her current telephone number and address.

C. Job vacancies shall first be filled from the appropriate recall list. The Department of Human Resources will attempt to notify the individual to be recalled, first by telephone and then by certified mail (return receipt requested). In the event the individual cannot be contacted, despite reasonable effort, the individual next on the appropriate recall list will be contacted, and so on. Failure to contact an individual will not result in loss of position on the recall list; but failure to accept a position within seventy-two (72) hours or receipt of such offer shall result in the individual being
moved to the bottom of the appropriate recall list. If the individual twice fails to accept positions offered, or fails to report to work within ten (10) working days of accepting the job, or is found to be no longer qualified for the job, or has moved, leaving no forwarding address, he/she will be removed from the recall list.

D

The seniority of an employee on layoff shall be frozen as of the date of layoff and shall begin again on the date the employee returns to work. His rights shall exist for one (1) year from the date of layoff.

E.

Any sick leave forfeited at the time of layoff shall be restored at the time of recall, if and only if, recall is within one (1) year.
ARTICLE 13

GRIEVANCE PROCEDURE

Section 1. Purpose

The fair and amicable resolution of disputes and differences is paramount to productive labor management relations. In spite of the parties' best efforts, complaints and grievances sometimes arise. Where such grievances concern matters of application and interpretation of the terms and conditions of employment as defined in this agreement, the desire of the parties is that grievances are settled in prompt, orderly, and an equitable manner. Every effort will be made by the employer, employees, and the Union to resolve grievances at the lowest level of supervision.

Employees are entitled to use the Grievance Procedure and be represented by the Union upon request and in accordance with these provisions. An employee will not be coerced, intimidated, or suffer reprisal as a result of seeking to resolve a grievance. The parties may, by mutual consent, move a grievance to any step of the Grievance Procedure, including arbitration. Employees designating their representatives as being other than union representatives and wishing to utilize the grievance procedure may do so at their own cost.

Section 2. Definitions

Grievances - a formal allegation by an employee or the bargaining agent that there has been a violation, misinterpretation, misapplication of the provisions of this collective bargaining agreement.

Grievant - employee or Union alleging violation, misrepresentation, or misapplication of provisions of the collective bargaining agreement.

Days - specified number of working days, unless otherwise stipulated

Department Head - that employee with overall administrative, budgetary, and operational responsibility for a major city function.

Section 3. Procedure

Step I. The aggrieved employee will discuss the grievance or dispute with the immediate supervisor within seven (7) days of the decision, occurrence, action, or knowledge giving rise to the grievance. The employee shall have the right at this step to have union representative or employee representative or legal representative.

Step II. If the grievance is not satisfactorily resolved after discussion with the immediate supervisor, the employee shall, within seven (7) working days of the immediate supervisor's response submit the grievance in writing to the appropriate Department Head. The Department Head will meet with the aggrieved employee
and his/her Representative and respond, in writing, within seven (7) days. The grievance form will provide for a general description of the facts of the grievance and references to the specific sections of the contract.

Step III. If the grievance has not been satisfactorily resolved at Step II of the grievance procedure, the employee may within seven (7) working days of receipt of the Step II decisions, advance the grievance to Step III. The City Manager will meet with the aggrieved employee and his/her Representative and respond in writing, within seven (7) days.

If the employee and/or the Union fails to advance the grievance within the time limits stipulated above, the grievance will be considered abandoned. If management fails to respond within the time limits stipulated above, the grievance will automatically advance to the next step.

The parties acknowledge that, as a principle of interpretation, employee is obligated to fulfill their job responsibilities as directed, while the grievance is pending.

All responses to a grievance, Step I, Step II and Step III will be directed to the employee with a copy to the Union.

It is further agreed and understood that the aggrieved employee(s) will be granted release time with pay to attend grievance hearings as Step I, Step II and Step III which are held during the normal work day. Employee witnesses, who may be required to insure a full hearing on the merits of the grievance, will be released with pay. The number of such witnesses will be subject of mutual agreement. If the formal proceedings extend beyond the normal work day, the time spent as such proceedings will not be considered work time and will not be compensated.

Either party may request an extension not to exceed seven (7) days based on mutual consent.

Section 4. Arbitration

In the event the grievance is not satisfactorily resolved at step III of the Grievance Procedure, the Union may, within fifteen (15) working days of receipt of the Step III decision submit in written form a request for arbitration to the Director of Human Resources. Upon receipt of the request for arbitration, the Director, Department of Human Resources will within fifteen (15) working days take the necessary steps to obtain the earliest arbitration date. At the arbitration hearing the aggrieved employee will be accompanied by his/her representative. Each party shall bear the cost of their expenses. The decision of the arbitrator will be final and binding. Copies of the award will be furnished to both parties.

Section 5. Selection of an Arbitrator

The arbitrator will be selected and the proceeding conducted in accordance with the rules established by the Federal Mediation and Conciliation Service or the American Arbitration Association.
Section 6. Scopes of Awards

The arbitrator will confine his decision solely to the interpretation and application of this Agreement. The cost of the services will be borne equally by both parties. Where an employee not represented by the Union brings a grievance to arbitration, the cost of the services will be borne equally by the employee and the City.

Section 7. Decision of the Arbitrator

The decision of the Arbitrator will be final and binding and made in accordance with the jurisdictional authority of this Agreement.
ARTICLE 14

WORKING CONDITIONS

Section 1. Work Scheduling

Normal Work Schedule

A. The normal work week is comprised of forty (40) hours per work week, eight (8)
   hours per work day for five consecutive days.

   The normal pay period is from Monday of one week through Friday of the
   following week.

   Employees pay dates are biweekly (Wednesdays) for time worked in the preceding
   pay period.

   Appendix C represents work schedules for employees in various departments.

B. Employees shall be entitled to two days off at the completion of the standard
   work week.

C. Where weekend work is a practice, the City shall make every effort to rotate
   schedules to distribute weekend assignments equally.

D. It is understood and agreed that, should it become necessary to establish a
   regular work schedule which includes Saturdays, negotiations may be reopened
   on this issue. It is understood that these negotiations will precede
   implementation of the decision.

E. Five (5) day notice of transfer in writing to employee and union.

Section 2. Probationary Employees

A. Initial Appointment

1. Newly-hired employees in the bargaining unit (except temporary, hourly, or substitute
   employees) shall be considered probationary for the period of twelve (12) months,
   thereafter; they shall be considered permanent employees. If, at any time during the
   probationary period, the newly-hired employee's performance is considered unacceptable,
   the probationary employee shall be terminated.

B. Promoted Employees

1. An employee who is promoted shall be considered probationary for the first three (3)
   calendar months in the new position. During such probationary period, if such employee's
   performance is determined by the department head to be unacceptable, the employee shall
   be returned to his/her previous position or a position substantially equivalent at his/her last
   pay level in the returned classification without loss of seniority and/or benefits. A seven (7)
working day prior notification, in writing by the department head, shall be given to the employee that his/her performance is unacceptable.

2. A full-time permanent employee promoted shall be treated as a permanent employee for purposes of determining applicable contractual rights and benefits.

Section 3. Acting Appointments

A. In the event an employee is placed in a position of “acting” for a period of time that exceeds one week, such employee and the Union shall receive notification, in writing, of “acting” status by the department head, and such notice shall be provided at the beginning of the appointment. Employees shall be compensated at the in-hiring rate for the class to which they are acting, provided such rate is at least one pay step or 3.5 per cent which ever is higher than they are currently receiving and such rate shall begin retroactive to the first day of appointment to the acting position. An employee may be placed in an “acting” position for a period of time shall not exceed ninety (90) working days, except where otherwise agreed to by the parties. Notice of termination of acting status shall be provided to the employee and the Union at the termination of the acting appointment. The employee shall revert to his/her previous rate of compensation upon termination of such “acting” status.

B. Where the acting appointment is to a position encumbered by an employee on approved leave and the leave of absence is expected to be more than ninety (90) working days and/or to one year, the duration of the acting appointment shall be until the incumbent returns from the leave of absence. Should the acting position become vacant, the acting person in the position shall be allowed to continue as a probationary person for the remaining time not to exceed one (1) year. Upon successful completion of the probationary period the employee shall be placed on permanent status in the position. The City Manager or his designee shall have the rights under Section 2, B of this article.

Section 4. Overtime

A. It shall not be the general policy of the City to have its employees work frequent or consistent overtime; however, when employees are directed to work overtime, in addition to their regular hours, aggregating more than a maximum of forty (40) hours per week, they shall be compensated as follows:

1. The rate of time and one-half of the regular rate of pay shall be paid for all hours worked in excess of forty (40) hours during the regular work week.

2. All employees shall not have his/her regular work schedule changed to avoid the payment of overtime.

3. Overtime shall not be paid more than once for the same hours worked. Giving consideration to the organizational subdivisions of the City, assignments, and shifts, department heads shall attempt to distribute overtime among employees as equally as practicable. Overtime worked shall be reflected on the employee’s pay stub.
4. By mutual consent of the supervisor and the employee, compensatory time, in lieu of overtime pay, may be given and used in lieu of over time and time off shall be by mutual consent. Compensatory time is earned at one and a half times the overtime hours worked by an employee.

5. Only hours actually worked will be used to calculate overtime pay. Compensatory time will be recognized as time actually worked. Paid time-off holidays, jury duty, vacation, sick leave, or any leave of absence with pay will not be considered as time worked for overtime compensation purpose.

6. Overtime work must be authorized in advance by the City Manager or his designee.

7. Compensatory time off must be taken in the same fiscal year in which it is granted. Accrued compensatory time shall not be carried over into the next fiscal year, except in cases where accrued compensatory time cannot be used during the fiscal year in which it is accrued; the City Manager shall review the request and make the exception.

B. The maximum number of hours of compensatory time which an eligible employee may accrue is forty (40) hours.
ARTICLE 15

LUNCH PERIOD/REST PERIOD

Section 1. Lunch Period

A. All employees covered by this agreement shall be provided a lunch period of not less than thirty (30) minutes, which shall be without pay, except Communication Officers.

B. The scheduling of lunch period shall be determined by the Department Head or his designee. Lunch period shall normally be scheduled four (4) hours after the start of the employee’s workday.

Section 2. Rest Period

An employee shall be provided two (2) rest periods per workday. The Department Head shall determine and schedule two fifteen (15) minutes rest periods per workday.
ARTICLE 16

JOB OPPORTUNITIES

Section 1. Non-Exam Classifications

If the City determines to fill a non-exam classification job within the bargaining unit, it shall be offered first to employees who are on layoff status and then posted within the Department where the vacancy exists by promotion. Such job shall be posted for a minimum of three (3) working days within the Department.

Section 2. Posting of Information

In the event that no applicant within the Department is selected, then the job shall be posted for an additional six (6) working days throughout the City. The City shall fill the vacancy with the applicant who has scored highest through the interview process. In the event that no applicant is selected, the City will post outside the City. Any employee not selected shall be entitled to an explanation why the employee was not selected and such explanation shall be put in writing seven (7) working days following the closing of the posting of positions for which that employee applied.

Section 3. Opened Position(s)

It is agreed that every employee shall have the right to apply and be considered for any position in the classified service which is posted.

Section 4. Classification

New or revised classifications shall be added to the list after consultation with the Union.

Section 5. Voluntary Demotion

With the approval of the City Manager or the designee, the employee shall be returned to the pay status in the reduce grade equal to his years of service within the classification. The employee's present salary shall be maintained for forty (40) working days (four pay periods) after which the salary range of the reduced position shall become effective.

Section 6. Demotion Defined

Demotion shall mean the assignment of an employee to a position in a lower classification, having a lower maximum salary than the classification from which the assignment was made.
ARTICLE 17

CLASSIFICATION PLAN

Section 1. General Statement

The City agrees not to reclassify any position under this Agreement during the term of this Agreement.
ARTICLE 18

SAFETY AND HEALTH

Section 1. Enforcement

The City and the Union shall cooperate in the enforcement of the City's Safety Rules and Regulations and will act in concert to promote sound safety practices and procedures. The principal aim of the joint effort is protection of employees, the general public and the elimination of accidents and hazards to employees health and safety.

Section 2. Safety Equipment and Protective Devices

The City shall provide employees with the safety equipment and protective devices and clothing necessary to protect employees from injury and/or accidents. The Union will encourage and promote the wearing of safety equipment and compliance with safety rules and regulations.

Management will purchase an additional gas monitor. However, we will not purchase scuba tanks.

The City will continue to provide employees with safety equipment and protective devices and clothing necessary to protect them from injury and or accidents. The City will demand the use of this equipment and expect compliance from the employees. Non-compliance will result in progressive disciplinary actions up to and including termination.

Section 3. Working Conditions

Employees shall not be required to work where circumstances or conditions exist which pose a threat to the employees safety or violate city safety rules and regulations. Refusal or failure of an employee to use or wear safety devices and protective clothing, or failure to follow safe practices and operating methods, shall be grounds for appropriate disciplinary action.

Section 4. Personal Hygiene and Cleanliness

Employees shall maintain reasonable standards of personal hygiene and cleanliness consistent with the job performed by each employee.

Section 5. Complaints

Employee complaints of unsafe or hazardous conditions will be promptly investigated. The City shall take such corrective action as may be necessary to remove identified risks or hazards to employee safety and welfare.

The City shall investigate within five (5) working days and submit a written report within ten (10) days to the Department Director and the Union for corrective action.
Section 6. Assignment

An employee will be assigned to another job assignment that he/she may be qualified whenever their primary job assignment is temporary eliminated due to unsafe working conditions.

Section 7. Injury and/or Illness

In the event of an on-the-job injury and/or seriously ill employee requiring professional, medical attention, the City will expedite such medical attention by calling 911, if required. If the injured and/or seriously ill employee requests to be taken to a medical facility, the City will provide transportation.

The City will arrange for reasonable return transportation.

Section 8. Quarterly Meetings

No more than two representatives of the Union and of the City shall meet quarterly and as needed at mutually agreed upon time for up to 1.5 hours to discuss matters of specific issues of safety and health.

Each department has a designee that is required to attend the quarterly safety meetings.
ARTICLE 19
PERSONNEL RECORDS

Section 1. Keeper of Records

The Human Resources Office will maintain an official personnel file for each permanent employee pursuant to Chapter 119, Florida Statutes.

Section 2. Personnel File

Except for materials pertaining to work performance or such other matters that may be cause for discipline, suspension, or dismissal, as defined in Article 13, Grievance Procedure, under laws of this state, no derogatory materials relating to an employee's conduct, service, character, or personality will be placed in an employee's personnel file.

Section 3. Written Materials

Materials relating to work performance discipline, suspension, or dismissal will be reduced to writing and signed by a person with the authority to know the facts or make the judgment.

Section 4. Time Limitation

No material defined in Section 3 will be placed in a personnel file, unless they have been reduced to writing within twenty (20) working days.

Section 5. Employee's Copy

There will be no statements placed in an employee's personnel file unless the employee has been given a copy.

Section 6. Employee's Response

The employee will have the right to respond in writing to any material filed in his or her personnel file and the employee's response will be attached to the material filed.

Section 7. Anonymous Materials

No anonymous letter or material will be placed in an employee's personnel file. The validity of items of a derogatory nature placed in an employee's personnel file will be subject to the grievance procedure.

Section 8. Examination of Personnel File

Upon request, the employee, or any person(s) designated in writing by the employee, will be permitted to examine the personnel file. The employee will be permitted conveniently, to reproduce any materials in the file at minimum cost per page. Such
request should be made to the Director of Human Resources, who will permit examination of the records at reasonable time, under reasonable conditions and under his/her supervision.

Section 9. Handling of Record

The Human Resources Director or designee will maintain a record in the file of those persons reviewing the file each time it is reviewed.

Section 10. Removal of Document(s)

No document(s) pertaining to demotion, dismissal, suspension or such action in file of any employee shall be considered or used as a basis for penalty after five (5) years if there is no further occurrence or the same disciplinary infraction on file.

No document(s) pertaining to written warnings and written reprimands in file of any employee shall be considered or used as a basis for penalty after two (2) years if there is no further occurrence of the same disciplinary infraction on file. Should there be no occurrences of the same infraction during the two (2) year period the City will remove information in accordance with the Florida Statutes.
ARTICLE 20

EMERGENCY MEAL ALLOWANCE

Section 1. Emergency Meals

Under the following special circumstances the department head shall approve reimbursement for an employees’ meal when the employee is required with less than twenty-four (24) hours notice to work a substantial amount of overtime.

A. The employee must have worked a minimum of four (4) continuous hours of overtime immediately following the end of a normal work day eight (8) hour shift; and

B. There was an exceptional/emergency situation where it was absolutely impossible to allow the employee a meal break; and

C. The employee will only be reimbursed for the exact cost of the meal with receipts up to a maximum of seven (7) dollars.
ARTICLE 21

TRAINING TIME

Section 1. Hours of Work

Time spent by an employee who is authorized (with prior approval) by the City to attend a course, lecture, or meeting, which directly relates to the employees job assignment shall be considered work time for pay purposes.

Section 2. Tuition/Fee

Any tuition or fee for such required course shall be paid by the City.

Section 3. Training

The City will continue to provide adequate development and training for all job classifications.
ARTICLE 22

CLOTHING AND SAFETY SHOES

Section 1. Wearing of Uniforms

The city will furnish and the employees will be required to wear uniforms of the type, design and color as determined by the City for employees in positions where uniforms are required.

Section 2. Public Works Department

The City will provide and each employee will be permitted to retain in the Public Works Department eleven (11) uniforms. Replacements up to a maximum of eleven (11) per year will be made upon the return of a uniform which is worn out and/or damaged. All such uniforms shall remain the property of the City and each employee may be required to return such issued uniforms upon termination of employment.

Section 3. Care of Uniforms

The City shall provide for the reasonable care and maintenance of uniforms and shall keep them clean and in proper condition.

City will continue to provide cleaning service for Public Works employees only.

Section 4. Issuing of Uniforms

Eleven (11) uniforms for a new employee shall be supplied within thirty (30) working days after the employee begins work where uniforms are not available.

Section 5. Return of Uniforms

An employee transferred to another department may be required to return all issued uniforms at the time of transfer at which event, new uniforms will be issued to the employee by the department to which transferred.

Section 6. Safety Shoes

The employee shall be required to wear safety shoes and the City shall be responsible for one half of the reasonable costs for those employees in positions which require that safety shoes be worn.

Section 7. Number of Uniforms

The City will initially provide to bargaining unit members in the Police Department, Parks
and Recreation Department and Code Enforcement) eight (8) uniform pants, eight (8) short sleeve shirts, two (2) long sleeve shirts, one pair of shoes, one tie (if required) and one jacket and replacements thereafter upon return of an item which is worn out and/or damaged. With all personnel assigned to the Police Department that are required to wear uniforms shall be provided with the same amount of apparels as applicable to their job assigned.

Section 8. Uniform Allowance

City will pay an annual clothing allowance of two hundred ($200.00) dollars to Communications Operators and Code Enforcement Officers only.
ARTICLE 23

TEMPORARY ASSIGNMENT

Section 1. Temporary Replacement

The City may, at its discretion, assign a member of the bargaining unit to serve as a temporary replacement for an absent supervisor outside the bargaining unit. The employee shall be paid the minimum of the salary range of the supervisory job to which assigned or five (5%) percent above the employees' current straight time rate, whichever is higher not to exceed the maximum of the pay range, for all work performed in the temporary position.

Section 2. Temporary Service

In the event an employee serves as temporary replacement for an absent supervisor outside the bargaining unit, the employee shall be paid (such as in Section 1). The City shall at that time determine whether such job should be filled on a permanent basis.

Section 3. Salary Range

The employee after the thirtieth (30th) day of temporary assignment shall receive the salary range as indicated in Section 1 retroactively to day one.
ARTICLE 24

TOBACCO AND DRUG FREE WORK PLACE

Section 1. General Policy Statement

Drug-free Work Place General Policy Statement- The City and AFSCME recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, loss productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and AFSCME share a commitment to this problem and to attempt to create and maintain a drug-free workplace.

A. Employees on duty or on City property will not distribute, dispense, possess, or use illegal drugs, nor will they be under the influence of such drugs. Any employee under the influence of an illegal substance or alcohol in the workplace, the supervisor shall inform the employee before meeting with his/her as to his/her rights to representation. This meeting will be in an effort to establish if this employee wishes assistance. The employer shall offer to the employee any assistance program offered by the City and notify and advise the union of the employee's decision.

Section 2. Alcohol and Prescription Drugs

Alcohol and Prescription Drugs Policy Statement- Alcohol, prescriptions, and over-the-counter drugs are legal and readily available. Generally safe and acceptable, these drugs, when abused over time or used in combination with another, can result in chemical dependency or poly-drug addiction. Employees are expected to conduct themselves in manner consistent with the following provisions.

A. Employees on duty or on City property will be free of intoxication from alcohol.

B. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. While on duty, any employee under the influence of a prescribed drug to the extent that such use influences or impairs the ability of the employee, affects the safety of co-workers, impairs the employees job performance or the safe or efficient operation of equipment, the employee maybe released from duty, and placed on sick leave time for the balance of his/her work day. The City will notify and advise the union of its actions, in accordance to Section A. of this Article.
ARTICLE 26

DISCIPLINE/APPEAL

Section 1. General Statement

This Article shall apply to any employee covered by this Agreement. The City shall consistent with the concepts or fairness and due process, recognizes that an employee maybe disciplined or discharged only for just cause.

Section 2. Disciplinary Action

Disciplinary action shall ordinarily be taken in a progressive manner. Such actions shall be consistent with the concept and practice of progressive discipline, (i.e. in administering discipline, the degree of discipline shall be related to the seriousness of the offense and the employees’ record). The progressive steps maybe:

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<th>Informal</th>
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<td>1. Verbal warning</td>
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<td>2. Written warning</td>
<td>2. Suspension/fines</td>
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<td>3. Demotion/reduction in grade</td>
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<td>4. Termination/Discharge</td>
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Section 3. Notification

The employee shall be notified by his/her supervisor, in writing, of the alleged violation within forty-eight (48) hours of the occurrence. Such notice shall contain the nature of the charge and general description of alleged act(s) also, the time, place and date of a meeting with the department head for the presentation of the disciplinary action.

Section 4. Discipline and Counseling

Discipline and/or counseling will normally be carried out in a manner which will not embarrass the employee.

Section 5. Union Representation

The employee shall have the right to union representation where the employee reasonably believes may involve disciplinary actions. It shall be the responsibility of the employee to ensure that the union representative is in attendance at the meetings. The supervisor shall delay such meetings for an additional twenty-four (24) hours or one working day for the union representative to be present.
Section 6. Copy of Action

The City agrees to furnish the union within forty-eight (48) hours with a copy of any disciplinary action notification against an employee in the bargaining unit.

Section 7. Right to Appeal

Permanent full-time and permanent part-time employees dismissed, suspended, or demoted shall have the right to appeal such action to the personnel board or submit a formal appeal to arbitration. An appeal to arbitration shall be brought only by Union, through its Regional Director. A request for arbitration shall contain the names of the Department or agency and the employee involved, a copy of the original appeal, the notice of discipline, and any written decision rendered concerning the matter.

The employee shall be notified of such action and of his/her right to appeal, either by personal service or by certified mail. The employee shall have five (5) working days of which to notify the Director of Human Resources of his/her intent to appeal such action. In their notice of intent to appeal a disciplinary action, the employee shall elect the forum (i.e. Personnel Board or Arbitration) for the hearing of said appeal. Once elected, an employee must proceed with the proceeding of the appeal through the selected forum.

The Personnel Board finding (s) shall be forwarded to the City Manager for final decision.

The Arbitrator shall be selected and shall conduct the arbitration in accordance with the rules established by the American Arbitration Association or Federal Mediation and Conciliation Services. The decision of the Arbitrator shall be final and binding.

Section 8. Request for Meeting

Prior to the final decision being made, the concerned employee may request a meeting with the City Manager or his/her designee to submit his/her rebuttal to discuss the issues of his/her case and answers questions.

Section 9. Categories of Separation

The categories of separation shall be as stipulated and defined herein. Separations are of four types;

1. Voluntary Separation- the employee initiates the separation by retiring, resigning, abandoning the position.

2. Abandonment of Position-the employee separates his/her service by failing to report to work or advise the immediate supervisor of intended absence of work for three (3) consecutive days. An employee recommended for discharge for this reason shall be given an opportunity to present such extenuating circumstances as may exists to
explain the failure to comply with the reporting requirements. The Human Resources Director may change any unauthorized absence to an authorized absence if the employee presents verifiable reason for the absence from work.

3. Disciplinary- the employee is separated from service by the City for actions that violate the City policy and procedures, federal and state laws, or for other reasons deemed good and just cause.

4. Lay off- the separation of an employee for lack of work or lack of funds without fault on the employee's fault on the employee's part.

Section 10. Costs of Service

The costs of services of the Arbitrator shall be shared equally by both parties to this agreement.
ARTICLE 27

VACATIONAL/ANNUAL LEAVE

Section 1. General Annual Leave Entitlement

The City encourages and requires each permanent full-time and permanent part-time employee to take an annual leave entitlement as paid time off away from work. The City does not provide leave pay unless leave time is actually taken as time off from work, or upon separation.

Section 2. Eligibility

A. A permanent employee’s entitlement to earn annual leave based on the employment anniversary date. Employees annual leave as follows:

1. One through five years of service: Employees who have completed one (1) full year of service is entitled to twelve days (96 hours) accrued annual leave.

2. Six through ten years of service: Employees are eligible for fifteen days (120 hours) of earned annual leave each year.

3. Eleven through fifteen years of service: Employees are eligible for eighteen days (144 hours) of earned annual leave each year.

4. Sixteen through twenty years of service: Employees are eligible for twenty days (160 hours) of earned annual leave each year.

5. Twenty-one years of service and over: Employees are eligible for twenty-two days (176 hours) of earned annual leave each year.

B. Permanent part-time employees are eligible for half the rate of annual leave as indicated above. Newly hired employees shall not be eligible to take their annual leave (12 days) until after their twelfth (12th) month of employment.

C. If a person enters in the employ of City prior to the fifteenth (15th) of the month, it shall be considered as a full month of service for leave purposes.
Section 3. Annual Leave

A. Annual leave (vacation) is made available to provide periodic vacations. Employees will be permitted the opportunity to take a minimum of ten (10) consecutive days vacation during a fiscal year, provided that the number that the number of annual leave days has been approved. Annual leave maybe used for purposes other than vacation when authorized by the Department head.

B. At the beginning of each calendar year (January 1-January 31) each employee shall submit an annual leave request form (See appendix) to his/her supervisor no later than thirty days prior to start of the request annual leave date, confirmation of the request shall be presented to the employee.

C. Annual leave for any employee shall be scheduled so as to not cause disruption in the delivery of City services.

D. In approving annual leave schedules within a department, preference will be given to the employee with the greater seniority within the job classification.

Section 4. Annual Leave Carry Over

Annual leave maybe carried over to the following year, however, an employee will be allowed to accrue no more than thirty (30) days annual leave. Employees with approved annual leave prior to the signing of this contract shall be allowed to retain those annual days but no additional days shall be allowed.

Section 5. Unused Annual Leave

Unused annual leave entitlement will be paid upon separation or death provided the employee has completed six (6) months or more of continuous service.

Section 6. Additional Leave

In the event that the City of Opa-locka enacts legislation granting additional leave benefits to employees of the City, such additional leave benefit shall be made available to members of the bargaining unit.

Section 7. Request for Change/Sick Leave

When an employee is on annual leave and requires sick leave for any portion of that annual leave, he/she must immediately request the use of accumulated sick leave through the
designated authority. Such request may be made by telephone, telegram or letter, but if by phone, should be confirmed by telegram or letter. No sick leave will be credited unless supporting medical evidence verifying the illness or injury is presented.
ARTICLE 28
SICK LEAVE

Section 1. Policy Statement

This policy applies to all regular full-time and permanent part-time employees covered by this collective bargaining agreement.

Section 2. Amount of Benefits

During absence from work caused by personal illness or accident, an eligible employee's wage or salary will be continued for the amount of time accrued in the employee's sick leave account. Employees earn eight (8) hours per month of sick leave time. Sick leave hours can be carried over from year to year. There shall be no limit on the amount of sick leave an employee may accrue.

Section 3. Eligibility

A probationary employee is eligible for the benefit upon completion of a ninety (90) day probationary period. The city of Opa-locka may require an employee to support a request for sick leave benefits with medical certification of illness in excess of three (3) days. Failure to provide a note from a physician may lead to a denial of benefits and loss of pay. In the event an employee has exhausted accumulated sick leave, he or she may charge excess time to accrued annual leave. If the employee is unable to return to work and has exhausted both sick and vacation time, he or she may request medical leave without pay.

Section 4. Rate of Pay

In the event an employee shall resign, retire, separate, die or terminate from employment with the City, the employee shall be paid a percentage of his/her accrued sick leave time at the following rate: one to ten (1 to 10) years of service payable at 25%, eleven to fifteen (11 to 15) years of service payable at 50%, sixteen to nineteen (16 to 19) years of service payable at 75% and twenty (20) or more years of service payable at 100%.

Section 5. Calling In

An employee shall call in when taking sick leave. If the employee remains on sick leave for more-than-three (3) consecutive days, he/she shall provide the immediate supervisor with a doctor's medical statement indicating nature of illness, length of time out and employee's fitness to return to full duty status.
Section 6. Categories of Sick Leave

Sick leave shall be approved in the following two categories:

A. Illness of self or illness and/or death of:
   - Spouse
   - Minor Child

B. Illness and/or death of:

Persons who reside in the same residence as the person who is requesting sick leave.

Section 7. Doctor’s Appointment’s

An employee shall be eligible to use accrued sick leave for doctor’s appointment and/or other medical reasons, with proper notification and approval at least five (5) working days prior to the scheduled appointment, unless in cases of emergency.

Section 8. Sick Leave Bank

The City agrees to authorize the establishment of an employee sick leave bank no later than five working days after the ratification of this Collective Bargaining Agreement. A committee of two (2) representatives from the Union and two (2) representatives from the City shall meet to formulate the rules and procedures for a sick leave bank. The rules and procedures of this sick leave bank shall be completed and submitted to the Union President and City Manager for approval and signature.

This agreement shall become effective upon the signatures of both parties. Further, both parties agree that this agreement shall become a part of the Collective Bargaining Agreement during the reopening period.

Section 9. Part-Time

All regular part-time employees covered by this contract shall accrue sick leave credit on a proportional basis.
ARTICLE 29

. LEAVES

Section 1. Leave of Absence With Pay

The City agrees to grant permanent full-time and permanent part-time employees paid time for:

A. Jury Duty

1. A permanent full-time and regular part-time employee shall be granted time off at straight time for reporting to required jury duty. When an employee is summoned for jury duty he/she must report to the court on the day and time assigned by the Court, unless notice of approval to be excused by the Court has been granted.

2. Any compensation received by an employee for jury duty shall be retained by the employee. If an employee is released at least two (2) hours prior to normal quitting time for that workday shift, the employee shall be considered to have completed his/her eight hour shift provided the employee submits proof of release time.

B. Court Appearance

1. Any regular employee, who is required to appear as a witness as a result of employment with the City, will be entitled to regular pay, if called to testify during regularly scheduled work hours.

2. A regular employee who has in his/her custody official records of this City, and is subpoenaed by a Court to produce such records, will be granted administrative leave with pay.

3. In no case will administrative leave with pay be granted for court attendance when an employee is engaged in personal litigation or as a private citizen; however, any employee with accrued annual leave (vacation) may be granted annual leave in such cases, with approval of the responsible supervisor.

4. Any employee subpoenaed in the line of duty to represent the City as a witness or defendant shall be given administrative leave with pay, and the employee be allowed to keep any witness fee received.
D. Time Off To Vote

Full time employees shall be granted up to one (1) hour off work with pay for voting purposes. Employees requiring time shall notify their supervisor at least a day in advance and must present a voter's registration card.

Section 2. Bereavement Leave

A. Employees shall be granted four (4) days off without loss of pay or benefits when death occurs in the immediate family of an employee. The City may request proof of death.

B. The four (4) days of bereavement leave shall not be charged against annual leave or sick leave or accumulated overtime.

C. Immediate family shall be defined as: father, mother, sister, brother, spouse, children, grandparents, mother-in-law, father-in-law, grandchildren and other persons who are actually members of the employee's household.

Section 3. Unpaid Leave

A. Leaves of absence, with the approval of the immediate supervisor, for a limited period, not to exceed six (6) months may be granted for reasonable purpose. Such leaves may be extended with approval of the department head and by the City Manager for an additional six (6) months.

B. Military Leave

1. An employee called to active military reserve status will be granted an unpaid leave of absence for the active military training period.

Section 4. Family and Medical Leave

A. All full-time permanent and part-time employees who have worked for the City for twelve (12) months and have worked at least 1,250 hours during the twelve months preceding the leave shall be eligible for Family and Medical Leave.

B. Employees may request up to six (6) months unpaid leave with the approval of the immediate supervisor and the City Manager.
C. An employee may be granted the unpaid leave for:

1. New born or newly adopted children

2. Illness of immediate family member, child, parent, spouse or self.

D. Earned vacation and/or sick leave will be used prior to commencement of the unpaid family and medical leave. No loss of seniority will occur while the employee is on this leave. An employee shall pay the portion of the costs of his/her group health and welfare insurance premiums.
ARTICLE 30

MATERNITY LEAVE

Section 1. Right to Work

A pregnant employee will be permitted to work during the full term of her pregnancy providing she is medically able to do so.

Section 2. Sick Leave

Accrued sick leave will be authorized for complications arising out of pregnancy.

Section 3. Disability

Disabilities caused or contributed to by pregnancy will be treated in the same manner as any other temporary disabilities as provided for in this Agreement. Sick leave and leave without pay shall be granted on the same basis as for other disabilities. The starting date of such leave will be determined by the request of the employee and the written certification of the inability to perform the quiet duties by the employees' personal physician.

Section 4. Benefits

An employee working during the term of her pregnancy will not be denied the benefit of any personnel decision such as promotion, voluntary transfer, or selection for training, which would have been made; however, promotion or transfer to positions with different physical demands may be conditioned upon prior written approval of the employees' personal physician.
ARTICLE 31

COMPREHENSIVE HEALTH CARE

Section 1. The City will continue to pay one hundred percent (100%) of the cost for coverage in a Comprehensive Health Care Program available to all bargaining unit members. (08/01/00)
ARTICLE 32

INJURY PAY

Section 1. On-the-Job Injury

An employee who sustains an on the job injury and is unable to return to work shall be paid for eight (8) hours for the day on which the injury occurs and receive compensation as currently exist.
ARTICLE 33

CALL BACK PAY

Section 1. Return to Work Pay

An employee who is called to return to work after completing his/her scheduled shift and has left the premises of the city shall be paid at the rate of time and one-half ($1\frac{1}{2}$) the regular rate of hours worked with a minimum of three (3) hours.

Section 2. Authorized Leave

An employee called back to work who is on an authorized leave shall be paid at the rate of time and one-half ($1 \frac{1}{2}$) the regular rate for hours worked with a minimum of three (3) hours. Such employee shall not be charged leave for any such hours.
ARTICLE 34

TUITION PAYMENT PLAN

Section 1. Tuition

A. The City of Opa-locka will pay the tuition of regular employees for eligible education, vocational, technical, or adult trainings programs approved by the City Manager or his/her designee.

B. An eligible program is one that is directly related to the employees' current position and/or to a related hire position which will improve present job performance or which will prepare employee for promotion. An eligible program which will not include a four (4) year degree program and/or graduate program. Special exceptions may be granted at the discretion of the City Manager. The refund will be based on seventy-five percent (75%) of the tuition costs for the course.

C. Within thirty (30) days of the completion of the approved course work, the employee shall present the original transcript, notification, a certificate of satisfactory completion or transcript to the Human Resources Department in order to be eligible for any tuition refund.
ARTICLE 35

LEGAL BENEFITS

Section 1. Civil Damage Suit

The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the Office of the City Attorney within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the complainant in the suit alleges that the employee was acting within the scope and course of his/her employment as determined by the City and does not allege that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

Section 2. Defense

The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been timely received by the Office of the City Attorney within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the complainant in the suit alleges that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.

In a civil damage suit in which a defense is provided by the City, the City will indemnify the employee against any judgments. The employee agrees to cooperate fully with the City Attorney when the city undertakes the defense of the employee.
ARTICLE 36

PERFORMANCE RATING REVIEW

Section 1. Performance

An employee who objects to a performance evaluation rating may have it reviewed by the Department Head within two weeks after the employee requests such review. The employee shall be allowed to attach any supporting documents/rebuttal to his/her performance evaluation.

Section 2. Appeal

An employee who, after the review provided in Section 1, wishes to appeal shall submit a written request to the Director of Human Resources within seven (7) working days following the review of the Department Head if he/she elects an appeal hearing by the Personnel Board. The finding and recommendation by the Personnel Board shall be forwarded to the City Manager for final decision.

Section 3. City Manager

An employee may elect to bypass the appeal to the Personnel Board and have his/her appeal reviewed directly by the City Manager. In any case, the City Manager’s decision shall be final.

Section 4. Performance Evaluation

The employee shall be provided with a copy of his/her performance evaluation.
ARTICLE 37

SAVING CLAUSE

Section 1. General Statement

Should any part of this Agreement or any portion therein contain be rendered or declared illegal, legally invalid, or unenforceable by a court of competent jurisdiction, or by the decision of any authorized Governmental Agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

Section 2. Implementation Date

Any delays in the signing of this Agreement after ratification by the City and the Union Membership shall not defer the implementation date as it affects the distribution of the benefits and provisions provided by this Agreement.

Section 3. Conflict

In the event of a conflict between these provisions and the applicable law as finally interpreted by the proper courts of competent jurisdiction or administrative bodies, the law will prevail.
ARTICLE 38

ASSIGNABILITY OF CONTRACT

Section 1. Policy Statement

The provisions of this Agreement shall be binding upon the parties hereto and upon their successors and assigns for the full term of this Agreement. The parties agree that the terms and obligations herein contained shall not be affected, modified, altered, or changed in any respect by the transfer or assignment by the City or any or all of its properties, control ownership, or management, or by any change in the legal status of the City or any part thereof.
ARTICLE 39

NIGHT SHIFT PAY DIFFERENTIAL

Employees assigned to work shifts, which have the major portion of the scheduled hours of work occurring between the shift hours of 6:00 p.m. and 6:00 a.m., shall be entitled to receive one dollar ($1.00) per hour for the entire work day. Employees assigned to day shift which work on an overtime basis into the time period stated above, will receive the standard time and one-half (1 1/2) overtime rate, but not the night shift premium rate. A work shift that is equally divided before and after 6:00 p.m. will be compensated at the rate of .50 cents per hour for the entire work day.

Employees will not be transferred or rotated from one shift to another by the City for the purpose of avoiding payment of night shift differentials.
ARTICLE 40

WAGES

The city will pay a 3% COLA or CPI (which every is higher) per year, with the possibility of receiving up to an additional 5% merit increase each year effective on the employee anniversary date. In any year during the term of the contract if the city falls into financial distress, a wage re-opener will be imposed on both parties.
ARTICLE 41

GRANT EMPLOYEES

Employees shall be given every opportunity for a full-time position when the grant funds run out.
APPENDIX A

UNIT DESCRIPTION

POSITION CODE POSITION CLASSIFICATION

Code Enforcement Officer
Project Coordinator
Planning Technician
Library Assistant

Clerk Typist, I
Clerk Typist, II
Receptionist/Clerk
Clerk Typist/Switchboard Operator
Secretary
Senior Office Assistant
Communications Operator
Public Service Aide
Utility Billing Specialist

UCR Clerk
Account Clerk
Senior Account Clerk
Central Cashier
Property Clerk

Carpenter’s Helper
Electrician’s Helper
Carpenter Electrician

Automobile Mechanic
Heavy Equipment Operator
Water/Sewer Utility Mechanic
Water Meter Rader
Maintenance Worker
Custodian Worker
Waste Collector
Waste Collector Driver
Sanitation Supervisor
Water/Sewer Supervisor

Vehicle Maintenance Coordinator
Roads and Street Supervisor
School Crossing Guards

Office Supervisor
Communications Supervisor
Recreation Supervisor
Personnel Specialist

And any other classifications inadvertently omitted in accordance with the PERC Certification number 1156 and recorded documents.
Appendix C

WORK HOURS

BUILDING & ZONING
8:00 AM – 5:00 PM

FINANCE
8:00 AM – 5:00 PM

POLICE
8:00 AM – 5:00 PM CIVIL
8:30 AM – 5:30 PM SECRETARY

PURCHASING
8:30 AM – 5:30 PM

PUBLIC WORKS
Secretary  8:00 AM – 5:00 PM
Mechanics  8:00 AM – 5:00 PM
Road & Streets  8:00 AM – 5:00 PM

CITY MANAGER’S OFFICE
8:00 AM – 5:00 PM

PUBLIC INFORMATION
9:00 AM – 6:00 PM

(POLICE)
8:00 AM – 4:00 PM
4:00 PM – 12:00 PM
12:00PM – 8:00 PM
### APPENDIX B
**SALARY RANGE SCHEDULE AND CLASSIFICATION**

<table>
<thead>
<tr>
<th>PAY GRADE</th>
<th>NAME</th>
<th>MINIMUM</th>
<th>MAXIMUM</th>
</tr>
</thead>
<tbody>
<tr>
<td>107</td>
<td>Code Enforcement Officer</td>
<td>19,311</td>
<td>31,064</td>
</tr>
<tr>
<td>126</td>
<td>Project Coordinator</td>
<td>24,000</td>
<td>31,061</td>
</tr>
<tr>
<td>109</td>
<td>Planning Technician</td>
<td>21,285</td>
<td>34,250</td>
</tr>
<tr>
<td>104</td>
<td>Recreation Leader</td>
<td>16,711</td>
<td>26,873</td>
</tr>
<tr>
<td>101</td>
<td>Library Assistant</td>
<td>14,447</td>
<td>23,255</td>
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<tr>
<td>106</td>
<td>Clerk Typist, I</td>
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</tr>
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<td>103</td>
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</tr>
<tr>
<td>101</td>
<td>Clerk Typist/ Switchboard Operator</td>
<td>14,477</td>
<td>23,255</td>
</tr>
<tr>
<td>106</td>
<td>Secretary</td>
<td>18,396</td>
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<tr>
<td>105</td>
<td>Senior Office Assistant</td>
<td>17,529</td>
<td>28,598</td>
</tr>
<tr>
<td>106</td>
<td>Communications Operator</td>
<td>18,396</td>
<td>29,598</td>
</tr>
<tr>
<td>107</td>
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<td>105</td>
<td>UCR Clerk</td>
<td>17,529</td>
<td>28,598</td>
</tr>
<tr>
<td>103</td>
<td>Account Clerk</td>
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<td>25,608</td>
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<tr>
<td>105</td>
<td>Senior Account Clerk</td>
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</tr>
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<td>104</td>
<td>Central Cashier</td>
<td>16,711</td>
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