CITY OF OAKLAND PARK
AND
FEDERATION OF PUBLIC EMPLOYEES
AGREEMENT

OCTOBER 1, 2017 – SEPTEMBER 30, 2019

R-2017-157

PREAMBLE

This AGREEMENT between the City of Oakland Park, Florida (the "City") and the Federation of Public Employees ("the Union), is effective this 1st day of October,2017.

Section 1: The following terms have the following meaning:

All reference to "City" means the City of Oakland Park, Florida.

All reference to "City Manager" means the City Manager or his designee.

Reference to "working day" means calendar day when it is used to measure the time in which an act must occur, excluding Saturdays, Sundays, and Holidays recognized in the Agreement.

Reference to "day" means calendar day when it is used to measure the time in which an act must occur.

When "day" is used in reference to the accrual or use of a benefit (such as Paid Time Off), it means eight (8) hours regardless of the amount of shift hours.

All reference to "member(s)" means dues paying bargaining unit member(s)

All reference to "employee(s)" means bargaining unit member(s) regardless of dues paying status.

All reference to "contract term" or "term of agreement" means from date of ratification of the agreement until 9/30/19.

All reference to "he" means he/she; all references to "his" means his/hers.

All references to "PTO" means Paid Time Off.

All references to "she" means he/she; all references to "her" means his/hers.

All references to "Union" or "FPE" means Federation of Public Employees,

Section 2: This Agreement sets forth the parties agreement regarding wages, benefits and conditions of employment for bargaining unit employees.

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ARTICLE 1

RECOGNITION

Section 1: The City, in accordance with a certification of the Public Employees Relations Commission of the State of Florida dated the 26th day of May, 1994, Certification No. RC93-058, and through collective bargaining negotiations with the Federation of Public Employees, a division of the National Federation of Public and Private Employees, affiliated with District No. 1, MEBA (AFL-CIO), recognizes the Federation as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment for those employees of the City working within the unit certified pursuant to the aforementioned certification number, or as amended by PERC Order.

Section 2: In the event of any additions, deletions and/or modifications of job title/classifications, the parties agree to meet within thirty days from said modifications, additions or deletions, in order to determine inclusion and/or exclusion in/from the bargaining unit. The Parties agree to cooperate in a unit clarification petition to deal with job titles that have been added, deleted, or modified since 1994. Nothing herein shall limit either party's rights to seek unit clarification at any time.

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ARTICLE 2

NON-DISCRIMINATION

Section 1: The City and the Federation both agree that no interference, restraint, coercion or discrimination shall be practiced within the City to encourage or discourage membership in the Federation. The Federation and the City agree that neither shall discriminate against an employee because of race, color, sex, age, creed, religion, national origin, disability, political affiliations, sexual orientation, sexual identity, or membership or lack of membership in the Federation.

Section 2: The City and the Federation share a mutual interest in opposing discriminatory conduct in the workplace. All bargaining unit members and all management employees have an affirmative duty to report incidents of discriminatory conduct to the Human Resource Director or her designee. The City shall establish a procedure to investigate all reports of discriminatory conduct. Discriminatory conduct can result in severe disciplinary action including termination. The failure to report discriminatory conduct perpetuates discriminatory conduct in the workplace. A City employee who has knowledge of discriminatory conduct and fails to report it is equally subject to disciplinary action.

Section 3: Once per year, during the term of this Agreement, the City and the Federation may either present a joint training program on discriminatory conduct or alternatively issue a joint training statement to members of the bargaining unit and management staff.

Section 4: When a claim of discrimination is asserted against either the City, neither the Union nor an Employee may seek a judicial determination of rights until the administrative rights provided for in the Grievance Article of this Agreement have been exhausted so long as the issue is otherwise grievable.

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ARTICLE 3

EMPLOYEE/FEDERATION RIGHTS

Section 1: Employees are guaranteed certain rights and privileges which are to be safeguarded by the administration of these policies and procedures:

A. The right to work free from unsafe working conditions as defined by OSHA regulations as amended from time to time. The privilege to communicate ideas regarding safe working conditions and other job-related items through the proper chain of command.

B. The right to seek redress for a grievance pursuant to the Article of this agreement relating to the Grievance Procedure.

C. The right to work free from political influence.

D. The right to expect reasonable standards of work so as not to adversely affect one's work performance.

E. The right to expect constructive criticism and the avoidance of unwarranted ridicule and verbal abuse.

Section 2: Personnel Files

A. There shall be one official personnel file for each bargaining unit employee, which shall be kept and maintained in the City's Human Resource Department. However, this does not preclude Departments from maintaining their own files or supervisor notes except any member of the bargaining unit shall have the right to examine such department files or notes at any reasonable time, upon request to the City's Records Custodian.

B. Any member of the bargaining unit shall have the right to examine their personnel file at any reasonable time, upon request to the City's Records Custodian. The employee may request copies of documents in their personnel file, and the City shall provide employees with requested copies at the employee's expense, as described in the City Code of Ordinances, as amended from time to time.

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C. An employee may, if they desire, file a statement of rebuttal to any document in their personnel file, as long as the rebuttal remarks are not derogatory and provided such rebuttal is filed within sixty (60) days (10 days if responding to discipline per Article 9) or the filing of the document being rebutted. Said rebuttal shall state facts that are relevant to the issue(s) stated in the document to which the rebuttal is to be attached.

Section 3: Performance Evaluations – See Article 25.

Section 4: The City will furnish space for two (2) bulletin boards, one located at the Wastewater Treatment Plant and the other located at the Municipal Service compound, for the purposes of posting notices concerning Federation of Public Employees business. The bulletin board will be paid for and provided by the Federation of Public Employees. The size and exact location will be mutually determined by the parties.

Section 5: Any notice of item placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing the notice on the bulletin board. A copy of each notice to be posted shall be shown to the City Manager or a designee prior to posting. The City shall have the right to make copies of any item or notice on the bulletin board. The City shall have the right to remove any objectionable material and shall inform the union of said action.

Section 6: Under no circumstances shall the Federation of Public Employees or any bargaining unit employee tender for posting any item or notice containing material, which would directly or indirectly, disparage any elected or appointed City Official or employee. The Federation publication entitled, "The Federation Forum" is appropriate for posting at any time.

Section 7: The membership of the Federation shall be represented by the Divisional Director and/or their designated representatives. It shall be the responsibility of the Federation to notify the City Manager in writing of any changes in the designation of its authorized representatives.

Section 8: The City agrees to recognize up to three (3) On-Site Representatives, plus two (2) alternates. The names of the said On-Site Federation Representatives shall be furnished to the City by the Federation. In the event of a change in the designated On-Site Federation Representative, the City will be notified in writing.

Section 9: Union representatives may be permitted time off with pay during their regularly scheduled shift(s) to engage in representative activities on behalf of their members. Representative activity means:

A. The employee is required to appear at a hearing related to a grievance.

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B. The employee is presenting or responding to a grievance.

C. The employee is subject to interrogation in conjunction with an internal affairs investigation.

D. The employee is attending a pre-determination hearing.

Time off will not be unreasonably denied. In no event will the City be obligated to pay an employee for the off-duty handling of grievances, nor shall any overtime payment be made for the handling of grievances, whether on or off duty.

Section 10: It is agreed and understood that for the purpose of collective bargaining negotiations with the City, the Union my select three (3) members of the bargaining unit for its negotiating committee who shall be allowed to attend bargaining sessions during regular business hours without loss of pay. The City and FPE agree to conduct bargaining during the work day.

Section 11: The Federation agrees that activities of the On-Site Representatives and/or of the non-employee Federation Business Representative shall be carried out in such a manner as not to disrupt normal departmental activities, work production, or services. It is further agreed that neither the Division President nor Federation Business Representative will conduct Federation business on City time and/or on City property without first obtaining the consent of the department director or his designee and consent will not unreasonably be withheld. The Federation may contact the City's Human Resources Director in lieu of the department director.

Section 12: In February and August of each year, the City shall send to the Federation a list of all bargaining unit employees with their name, address, home phone number, date of hire, classification and member or non-member status.

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ARTICLE 4

MANAGEMENT RIGHTS

Section 1: The Federation and its members recognize and agree that the City has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the City specifically but not by way of limitation, reserves the sole and exclusive right to:

A. Decide the scope of services to be performed and the method of service;

B. Hire and/or otherwise determine the criteria and standards of selection for employment;

C. Fire, demote, suspend or otherwise discipline for just cause;

D. Promote and/or otherwise establish the criteria and/or procedures for promotions within the bargaining unit; however, the City will establish a set of criteria for promotion, and the City will outline the criteria in its Civil Service Rules. The City reserves the right to change the promotional criteria, and the City agrees to notify the Union of any changes in said criteria;

E. Transfer employees from location to location and from time to time;

F. Lay off, furlough, and/or relieve employees from duty due to lack of work or any other reason deemed appropriate by the City in its sole and exclusive discretion;

G. Rehire employees;

H. Determine the starting and stopping time and number of hours and shifts to be worked;

I. Determine the allocation and content of job classification;

J. Formulate job descriptions, including the right to add to, delete from, alter and/or amend the job description of any bargaining unit position. Subsequent to any alteration or amendment to a bargaining unit position, employee holding that position will be provided a copy of the new job description;

K. Contract and/or subcontract any existing or future work;
L. Expand, reduce, alter, combine, assign or cease any job;

M. Control the use of equipment and property of the City;

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N. Determine the number, location and operation of annexes, and/or divisions thereof;

O. Schedule and assign the work to the employees and determine the size and composite of the workforce;

P. Determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;

Q. Merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;

R. Formulate, establish, amend revise and implement policies or rules and regulations;

S. Formulate, establish, amend revise and implement any program and/or procedures;

T. Require employees to observe and obey the City's policies, procedures, and safety rules and regulations;

U. Exercise any rights which are incidental to the foregoing.

V. Enter into a repayment agreement for Licenses and/or Certifications not required for member's current position. (Exhibit A- Certifications/Licenses)

Section 2: Where the exercise of the above-referenced rights directly affects or impacts upon the wages, hours, terms, or conditions of employment of a bargaining unit member, the City agrees to give at least fourteen (14) calendar days' notice to the Federation. Upon demand of the Federation, but only if required to do so under Chapter 447, Part II, Florida Statutes (1983) (as interpreted by the Public Employees Relation Commission), the City agrees to meet and discuss the impact or effect of the exercise of said management right(s). Failure of the Federation to request negotiations within fourteen (14) calendar days of the notice will be a waiver of its rights to negotiate concerning the effect or impact, if any, of the proposed change. Impact bargaining will commence within ten (10) days after receipt of notice from the Federation. The City retains the right to unilaterally implement any such change prior to the proposed completion of negotiations or any impasse proceeding but agrees that any increased benefits agreed to or mandated after impasse shall be made retroactive to the date of implementation of any change.

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Section 3: The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong and are inherent to the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into the collective bargaining agreement are retained by the City, except as specifically abridged, delegated, granted or modified by this Agreement.

Section 4: If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

Section 5: All policies and procedures promulgated by the City are incorporated by reference into this Agreement.

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ARTICLE 5

DUES DEDUCTIONS

Section 1: Union dues deductions shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the City of Oakland Park for these deductions. The exact amount of monies to be deducted for each employee shall be provided by the Federation to the City of Oakland Park. Any changes in the amounts to be deducted shall be given to the City of Oakland Park thirty (30) days in advance. These monies shall be transmitted to the Federation within ten (10) days after the monthly deductions are made. The Federation shall indemnify the City of Oakland Park and hold the City of Oakland Park harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken by the City of Oakland Park to comply or attempt to comply with the provisions of this Article. Only dues deduction and uniform assessments as defined in Section 447.303 of the Florida Statutes, as amended from time to time shall be made.

Section 2: It shall be the responsibility of the Federation to notify the Human Resource Director of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Federation fines, penalties, or special assessments from wages of any member.

Section 3: Any member of the Federation may, upon thirty (30) days written notice to the City of the employee's request that the City cease deduction dues from their wages. The City will, within fifteen (15) days of receipt, forward any revocation notice to the Federation.

Section 4: A request for dues deduction must be provided to the City in writing on a form provided by the Federation.

Section 5: The City agrees to notify an employee if there are insufficient wages or compensation to fund dues deductions as authorized by the employee.

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ARTICLE 6

SAVINGS CLAUSE

Section 1: If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties agree to renegotiate a replacement provision as soon as practicably possible.

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ARTICLE 7

GRIEVANCE PROCEDURE

Purpose: The primary purpose of this grievance procedure is to determine what is right rather than who is right. Free discussion between employees and supervisors will lead to better understanding by both, of practices, policies and procedure which affect employees. This will serve to identify and help eliminate conditions which may cause misunderstandings and grievances. This purpose is defeated if a spirit of conflict enters into the consideration of a grievance. Supervisors and employees alike must recognize the true purpose of the grievance procedure if it is to be of value in promoting the well-being of the organization.

All reference to working days shall exclude Saturday, Sunday and City recognized Holidays. When a deadline falls on a Saturday, Sunday and City recognized Holidays, the deadline will be the following day.

Section 1: A grievance shall be defined as any dispute or grievance arising between the City and the Union or any employee over the interpretation or application of a specific provision of this Agreement and disputes involving disciplinary action. Grievances shall be processed in the following manner:

Step 1:

In the event that an employee believes there is a basis for a grievance, the Federation, on behalf of the employee shall file the grievance in writing, which shall be sent to the department director, within ten (10) working days of the time and the date of the occurrence of the event giving rise to the grievance.

When a Class grievance exists, it shall be presented directly at Step 2 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1 and signed by the aggrieved employees and the Union representative on their behalf.

Upon presentation of this written grievance to the department director, and within ten (10) working days thereafter, the department director, the employee and the Shop Steward and Business Representative shall meet and attempt to resolve the same dispute and, within ten (10) working days thereafter, the department director shall render a decision in writing to the employee and to the Business Representative.

Step 2:

In the event the aggrieved employee and/or the Federation is not satisfied with the written answer to Step 1 above, the grievance shall be presented within ten (10)

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working days after the written answer above, to the City Manager or a designee, who will, within ten (10) working days of the receipt of same, meet with the employee and a representative of the Federation in an attempt to resolve the said grievance. At this meeting, the employee and the Shop Steward and Business Representative may also be present. Within ten (10) working days after this meeting, the City Manager or a designee shall render a decision in writing to the Business Representative.

Section 2: The time limitations provided in this Article shall be strictly observed and shall be extended only by written agreement of the parties. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance that the City fails to comply with within the prescribed time limit shall advance to the next step.

Section 3: Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between the City and the Federation; however, such settlement shall not constitute an admission that the contract was violated nor shall it be used as a precedent for future contract interpretation.

Section 4: Nothing in the Article shall require the Federation to process grievances for employees who are not members of the Federation, in conformity with Florida law.

Section 5: The City and the Federation agree that the grievance procedure set forth in this Article shall be the sole procedure to be relied upon by the Union or any employee to resolve any dispute or grievance.

Section 6: Any discipline or writing relating to discipline must not be placed in an employee's official personnel file until the grievance has been resolved pursuant to this Article or until an arbitration award has been rendered pursuant to Article 8.

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ARTICLE 8

ARBITRATION

Section 1: In the event any disputes including suspensions and discharges have been properly processed through the grievance procedure without resolution the Federation may demand arbitration. This demand shall be presented in writing to the City manager, or a designee, within thirty (30) working days from the receipt of the decision of the Step 2 Grievance of the procedures under Article 7.

Section 2: The Arbitrator shall be appointed by mutual consideration of the parties. In the event the parties are unable to agree upon a neutral arbitrator within thirty (30) working days after the arbitration is invoked, either party may petition the Federal Mediation and Conciliation Service and request a list of five (5) qualified Arbitrators and from that list the parties shall alternatively strike and select a single arbitrator to preside as a neutral arbitrator at the hearing involving the grievance.

Section 3: The decision of the Arbitrator shall be final and binding upon both parties. The Arbitrator shall not be empowered to alter, amend or eliminate any provisions of this Collective Bargaining Agreement. The costs and expenses related to the Arbitrator shall be borne equally by the parties. However, if the grievance is modified in any way, the arbitrator's fee and related expenses and the expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear their own costs and expenses.

Section 4: An Arbitrator is authorized to rescind disciplinary action involving a suspension or discharge if the Arbitrator determines that the disciplinary action was not imposed for just cause.

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ARTICLE 9

DISCIPLINARY ACTION

Section 1: An employee shall be disciplined for just cause.

Section 2: When an employee's conduct or performance is inconsistent with the needs and goals of the City, disciplinary actions up to and including termination can occur. The City uses a system of progressive discipline to employees to correct performance and conduct problems. Although progressive discipline is encouraged when circumstances support such use, the severity and circumstances shall determine the nature of the notification up to and including termination. By way of example but not limitation, behaviors such as theft, sexual harassment, intentional discrimination, fighting, carrying a weapon, intoxication, possession or use of illegal drugs, consumption of alcohol at work, threats or acts of violence may result in termination on a first occurrence, regardless of previous history.

Section 3: Documented (Written) Verbal Warning

Verbal warnings are to clarify what is expected and to assist the employee in meeting performance expectations. They are corrective actions and not considered disciplinary action.

Section 4: Customary Progressive Disciplinary Steps

a. Written Warning: A written warning is a formal written notice to an employee describing a breach of standard, conduct or other rules, regulations or policy. It is often used when constructive approaches to improve performance have not resulted in correction of the behavior or where an infraction has incurred that is of a more serious nature that requires a documented warning.

b. Final Written Warning, with or without a 1 to 3-day Suspension: A Final Warning is the last warning for the same or similar offense. Additionally, a Final Warning may be issued, prior to termination, for a series of three (3) different offenses and/or three (3) different disciplinary actions within a rolling two-year period.

c. Demotion or Termination

Section 5: Copies of all progressive notifications to the employee shall be placed in the employee's personnel file in the Human Resources Department. Any corrective action concerning an employee's actions will be administered with discretion and privacy to the extent possible with the employee. A copy of any documented (written) verbal warning or any disciplinary action shall be provided to the employee within a reasonable amount of time. The

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City shall, at the request of the employee, furnish the Federation with a copy of any disciplinary action notification against the employee. Any discipline or writing relating to discipline will not be placed in the employee's personnel file until the grievance has been resolved pursuant to Article 7 or until an arbitration decision has been rendered pursuant to Article 8. Further, there shall be no record of disciplinary action placed in the employee's personnel file until the employee has first been given a copy and provided an opportunity to submit a rebuttal statement. The rebuttal statement shall remain as part of such statement or material so long as the reprimand remains in the employee's folder. Any rebuttal must be filed ten (10) days from the date of the disciplinary action, confined to the specifics of the discipline and contain no disparaging remarks. Any documented verbal or written warnings placed into a bargaining unit employee's personnel file, shall be used for the purpose of evaluations and appraisal of the bargaining unit employee's performance evaluation for a period of no longer than twelve (12) months from the placement in the employee's file.

Section 6: A permanent employee shall be entitled to have a representative of the Federation present when the employee is disciplined for an infraction of rules or deficiency in professional performance, excluding documented (written) verbal warnings, coaching, or instructions for improvement which do not constitute disciplinary action. When a request for such representation is made by the employee, a reasonable opportunity shall be given to the employee to have a representative of the Federation present. In an emergency, or in the event a Federation representative is not readily available, the employee shall be informed of the action taken and shall be entitled to a later meeting with the appropriate supervisor with a Federation representative present. Such meeting shall be rescheduled as promptly as possible.

Section 7: No disciplinary action against an employee shall be taken on the basis of a complaint by any individual, unless the matter is reported to the employee, and the employee has had an opportunity to discuss the matter with the employee's supervisor.

Section 8: Facts relating to an employee's discipline, suspension or discharge must be reduced to writing within a reasonable period of time after the appropriate supervisor becomes aware of the facts.

Section 9: Discharge (Termination) – Discipline – Penalties

When an employee is the subject of a recommendation for disciplinary action, the City agrees to notify in writing the employee before the discipline is implemented. Upon request of the employees, the department head, or the designated representative, will discuss the recommended discipline with the employee. Any permanent employee who is discharged for disciplinary reasons shall be notified in writing of the discharge, which shall include the specific reasons thereof

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Section 10: Appeal of discharge or discipline.

Should the discharged or disciplined employee consider the action of a suspension, demotion or termination to be improper, he or she may appeal through the provisions of the grievance procedure.

Section 11: An employee's past record shall be considered when discipline is contemplated; however, not all past violations have the same weight. By way of example, older violations may have limited or no weight when considered in light of the employee's overall record.

Section 12: Standard Violations

Consideration will be given to the severity of the offense, any cost involved to the City in time or materials, the time interval between violations, the length and quality of service record, and the ability of the employee concerned. In each case of disciplinary action where the penalty deviates from the recommended penalties, the reasons for such deviations may be noted and included in the employee's personnel record. However, discharge may occur at any time based on the severity of all circumstances involved.

An employee may be warned or receive discipline for just cause of any one (1) or more of the following, which list is merely instructive and not exhaustive:

A. Absence from duty without prior authorization from the foreman or supervisor, except in case of sickness or other cause beyond the control of the employee which prevents obtaining prior approval. When advance notice cannot be given, the employee should notify their department head or designee and the department voicemail (at least one (1) hour prior to the start of the employee's shift if possible) of the reasons for their absence and the expected date of return.

B. Neglect or carelessness in observance of City or departmental safety rules or disregard of common safety practices including failure to wear/use protective equipment/devices when provided and/or required seatbelts, safety shoes, ear and eye protection.

C. Failure to report any personal injury, accident or equipment damage immediately to one's supervisor and failure to remain on site until a supervisor authorizes release from the scene when involved in a nonlife-threatening accident or while reporting damage to property.

D. Falsification of applications or other City-related documents, including electronic records.

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E. Distributing or posting written or printed matter of any description on City premises unless allowed or previously approved for distribution.

F. Incompetence or inefficiency in the performance of duties. Employees who fail to meet work performance standards are subject to discharge provided the employee has been given written notice of performance deficiencies, instruction on how to correct the deficiencies and a minimum of sixty (60) days to correct the deficiencies. However, no notice or opportunity to cure is required if the deficient performance involves violation of safety rules or conduct which constitutes a danger to the health, safety or welfare of co-workers or the public. Nothing herein negates the just cause standard for disciplinary action.

G. Conviction of or entering into a plea agreement in a criminal proceeding when the charge is a felony or misdemeanor involving moral turpitude or job-related conduct.

H. Violation of any provisions of the charter or of this contract.

I. Violation of any lawful and reasonable regulation, departmental policy or reasonable order or direction made or given by a superior.

J. Public intoxication or drinking any intoxicating beverage while on duty or during a lunch or other break, subject to the provisions of the Drug Free Workplace Policies of the City, being addicted to the use of narcotics or under the influence of any drug or narcotic or having alcohol on the breath when reporting for duty.

K. Openly making or publishing false, vicious, or malicious statement concerning the City, any employee, or customers.

L. Damage, destruction, interruption of use, or defacement of City property, facilities, information systems and applications, or equipment as a result of deliberate or negligent action.

M. Inducing any officer or employee of the City to commit an act in violation of any lawful or reasonable regulation.

N. Abusive absenteeism.

O. Carrying or possession of firearms, explosives or weapons on City property at any time.

P. Instigating, leading or participating in any walkout, strike, sit-down, stand-in, slowdown, refusal to return to work at the scheduled time for the scheduled shift, or

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other concerted curtailments or restriction of production or interference with work in or about the City's work stations.

Q. Insubordination by the refusal to perform work assigned or to comply with written or verbal instructions of the supervisory force which the employee may be reasonably expected to perform.

R. Dishonesty or untruthfulness regarding employment issues.

S. Failure to notify Human Resources within 24 hours of any known changes to the status of a license or endorsement for which the job classification requires.

Section 13: Demotion for inability to perform duties The City Manager may, when it is determined a regular employee is unable to successfully perform the duties of their position, demote the regular employee to a position, the duties of which they are qualified to perform, in a class carrying a lower compensation. Status will be given to the employee in the new class. A written statement of the reason for demotion shall be submitted to the employee affected and to the Human Resource Director.

Section 14: Suspension.

The City Manager may, for disciplinary purposes, suspend a regular employee without pay for such length of time as the City Manager considers appropriate but not to exceed sixty (60) days in any twelve-month period. A written statement of the reason for suspension shall be submitted to the Human Resource Director and to the employee affected in each case, such statement to be submitted within twenty-four (24) hours of the time the suspension becomes effective, excluding Saturdays, Sundays, or general holidays as provided by this contract or City Commission authorization.

A regular employee may be suspended by the City Manager without pay for a longer period pending the investigation or trial of any criminal charges against the employee. Such employee determined to be innocent of the charges against the employee may be returned to duty with full pay for the period of suspension.

Section 15: Within twenty-four (24) hours of the start of their next regularly scheduled work shift, an employee shall report any arrest to their Department Director and to the Human Resources Department.

Section 16: Within twenty-four (24) hours of the start of their next regularly scheduled work shift, an employee shall report any loss or restriction on their driving privileges to their

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Department Director and to the Human Resources Department, if the employee's job description requires them to operate a motor vehicle.

Section 17: An employee is entitled to the presence of FPE representative (elected official of the local, shop steward or FPE staff representative) at an investigatory interview if he/she requests one and if the employee has reasonable grounds to fear that the interview may be used to support disciplinary action against him/her.

Further, both the City and Union agree that it is the responsibility of the affected union member and not the City to request union representation when invoking his/her Weingarten Rights.
If for some reason, union representation is denied, the union member may refrain from answering accusatory questions and/or the signing of prepared written statements until such time the employee is represented by a union representative.

Once a union member invokes his/her Weingarten Rights, both parties shall use their best efforts to contact a union representative so that the convened investigatory meeting can proceed.

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ARTICLE 10

HOURS OF WORK

Section 1: WORK WEEK: The normal work cycle for full time permanent status bargaining unit members is one week consisting of five (5) eight (8) hour days followed by two days off, except for Solid Waste Division members assigned to task basis work.

Section 2: MODIFICATION OF WORK WEEK: The City may exercise its management right to modify the work cycle, work day, the number of hours worked, implement furloughs, flex an individual employee's work schedule to avoid overtime payment, the number of shifts, and the starting and ending time of each. Notice of temporary schedule changes will be provided to the employees and the Union without delay after a decision is made that a change is necessary and emergency schedule changes may be made without notice but the City shall provide thirty (30) working days' notice to an employee whose schedule will be permanently changed.

Section 3: TASK BASIS SYSTEM: Subject to the Management Rights set forth in Article 4 of this Agreement, the current task basis system in the Solid Waste Division shall continue.

(a) Solid Waste employees who are designated to work on the task basis system shall be required to work a minimum 4-day work week at ten (10) hours per day work week.

(b) It is understood and agreed that in order to render effective solid waste collection and disposal service so as to assure the health and welfare of the residents, business and property owners of the City, the Public Works Department will affect whatever service assignments and work schedules as is necessary. Each Solid Waste employee agrees to accept such assignments as long as proper training as to equipment use has been provided by the Solid Waste Division.

(c) Any employee asked, scheduled or assigned to work a task route, or task assignment for the day or week shall be allowed to leave work upon completion of such work task each day and shall be paid ten (10) hours per day at the prevailing hourly rate, which is consistent with past practice.

(d) To be entitled to "(c)" above the employee must start work at the normal starting time for the task assigned or scheduled or start at the employee's regular starting time; except when a relief employee is called to complete the task already started by another employee, in which case, the relief employees must complete at least sixty percent (60%) of the task route to qualify for "(c)" above.

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(e) Relief employees who complete less than sixty percent (60%) of the task shall receive their regular eight (8) hours pay and leave at the normal end time.

Section 4: PREMIUM PAY FOR CALL OUT: An employee who is called to work outside of the employee's regular work schedule, not including employees who are held over (See Article 11, Section 2) shall receive premium pay at one and one half (1.5) times the employee's rate of pay for a minimum of three (3) hours. Straight time shall be paid for all hours worked beyond the first three (3) hours, subject to the overtime pay provisions set forth in Article 11.

Section 5: TRAINING OR MEETINGS: Training or meetings scheduled during any regular ten (10) hour task basis system does not constitute a call back. Whenever possible, training will be scheduled so as not to extend beyond the normal workday.

Section 6: BREAK: Employees covered by this Agreement shall receive a 15-minute paid break during the first half of their work period and another 15-minute paid break during the second half of their work period. Department Directors or their designated Supervisor shall determine the break time for the employees. Breaks shall be onsite at the location of the current work (there shall be no visitation to commercial establishments during any break time) and shall last no longer than 15 minutes.

Section 7: LUNCH BREAK: Each employee who is regularly scheduled for an eight and a half (8.5) hour shift is entitled to a forty-five (45) minute lunch break including clean up and travel time. Thirty (30) minutes of the break are unpaid and fifteen (15) minutes are paid. Example: Employee can leave for lunch at 11:45 and must be back on the work site and ready for work at 12:30. Each employee who is regularly scheduled for a nine (9) hour shift is entitled to a sixty (60) minute unpaid lunch break.

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ARTICLE 11

OVERTIME AND COMPENSATORY TIME

Section 1: OVERTIME AND COMPENSATORY TIME: Employees covered by this Agreement, whether full time or part time, shall receive compensation at the rate of one and one-half times their regular rate of pay for all hours worked in excess of forty (40) hours in the designated work week. For the purpose of calculating overtime, only hours actually worked shall be counted. Employees may elect to take compensatory time off in lieu of overtime at a rate of one and one half (1 ½) hour for every hour worked. Compensatory time may be accrued and utilized by August 30th of each year. If not used by September 1st, it will be paid out before the end of the fiscal year. Compensatory time off requests shall require a three (3) day advance notification and not be unreasonably withheld. The City may flex an employee's time to avoid the payment of overtime in a work cycle.

Section 2: HOLD OVER PAY: Employees who are held over to work additional hours at the end of their regular work shift will not receive call back pay, but all hours worked shall be counted as hours worked for overtime calculation purposes.

Section 3: DISTRIBUTION OF OVERTIME: Department heads shall try, where possible, to distribute overtime work, as equally as possible, among the qualified employees if their respective departments/divisions. An accurate record, reflecting the overtime work assigned to each employee shall be available to the Union upon request.

Section 4: Holiday Pay cannot be combined with emergency pay, call back pay, or any other enhanced pay if it will result in compensation that exceeds straight time for the holiday and one and one half for the hours worked on the holiday.

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ARTICLE 12

CALL BACK

Section 1: FIRST CALL AND ON CALL PERSONNEL: The nature of the public services that the City provides to its citizens and property owners requires that a sufficient number of qualified employees be available to respond to emergency situations. To that end, the City and the Union agree that the following procedures balance the needs of the City to provide for emergency services and the inconvenience to employees whose off-duty routines and family obligations are from time to time disrupted by the need for their services.

The City will designate, on a rotating basis, a qualified employee to be placed in First Call status for a minimum of one (1) calendar week up to a maximum of two (2) calendar weeks each month during which time each employee so designated shall receive $ 100.00 for each week they are First Call. Theses assignments will be based upon the needs of each department. Each employee placed in First Call status shall be required to handle phone calls for after hour service, and, if necessary, physically respond to the location of such emergencies to assess and where possible effect corrective action. They are also to determine and call in the amount of resources (personnel, equipment or contractual services) they need to resolve the emergency or effect reestablishment of essential services. Essential services is hereby understood to involve water, wastewater, storm water, and solid waste environmental services as well as City facilities and roads, or any situation that could negatively impact the safety and well-being of the residents of the City.

Section 2:

RESERVE STATUS: The Reserve Status employee is required to respond to a call from the On-Call person within 15 minutes, report to work as needed. Failing to respond two (2) times during a 12-month period will result in a three (3) day suspension; any additional failures to respond will result in termination.

An employee who is called to return to work after completing his/her scheduled shift shall receive compensation at the rate of time and one-half (1 ½) the regular rate for hours worked with a minimum of three (3) hours.

An employee called back to work who is on an authorized leave, except sick leave, shall be paid at the rate of time and one-half (1 ½) the regular rate for hours worked with a minimum of three (3) hours. Such employee shall not be charged leave time for any such hours worked.

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The three (3) hour time and one-half (1 ½) minimum compensation shall not apply in the following:

1) Those instances in which the overtime commences two (2) or fewer hours prior to and runs continuously into the employee's regular shift of commences immediately upon termination and follows on a continuous basis with the employee's regular work shift,
2) The employee is called back to work to rectify his/her own error or omission,
3) Another call is received within the three (3) hour callback time frame. In such instances, the employee shall be compensated for all hours worked in excess of the three (3) hour call back time frame, at the appropriate rate.

Example:
First call back – Punch in 10:00pm to 10:30pm
Second call back – Punch in at 11:30pm to 3:00am

Employee would receive time and one half (3 hour) call back pay from 10:00pm to 1:00am and straight time from 1:01am to 3:00am (2 hours). Total time paid is 5 hours.

Utilities – Between the "First on Call" member and "reserve" members one of the four (4), there must be at least one member from the water division and one from the wastewater division.

VOLUNTARY RESERVE:
The department/division will create and maintain a Voluntary Reserve List which will contain the names of three (3) qualified eligible employees, who desire to be the first employees called back from off duty to handle service emergencies. Eligible employees may sign up for reserve status for a minimum of one (1) week, during which they shall receive $ 75.00 for each week they are on Reserve Status. The City will cross train employees to maximize the number of employees who can perform required tasks. Training will commence within two months.

SCADA:
The department/division will create and maintain a list of qualified eligible employees to carry the SCADA phone. Eligible employees may sign up for the SCADA phone for a minimum of one (1) week, during which they shall receive $100.00 for each week they are carry the SCADA phone.

MANDATORY RESERVE:
In the event there is not three Voluntary Reserve staff, the City will designate employees to be placed on Mandatory Reserve Status for a minimum of one (1) calendar week up to a maximum of two (2) weeks, each month, during which time each employee so designated shall receive $50.00 for each week they are on Mandatory Reserve Status.

City Union

ARTICLE 13

EMERGENCIES

Section 1: EMERGENCIES: It is understood and agreed by the City and the FPE that part of the City's mission and basic responsibility is to render effective customer service especially in times of emergency. This is especially true in the area of essential environmental services (water, wastewater, storm water, and solid waste) in order to assure the health and welfare of the residents, business and property owners of the City. Towards that end City Departments are charged and imbued with the power and authority to effect whatever service work assignments and schedules are necessary to carry out their mission involving the above.

Therefore when, due to conditions beyond the control of the City, and either the City Manager or his designee, or when Broward County Emergency Management Office declares an emergency, each employee agrees to accept any assignments designated by the City. In emergency situations, bargaining unit employees shall be compensated as follows:

A. An employee regularly scheduled to work during the declared emergency who is directed by the City not to report to work or to go home prior to the completion of their normal work shift will suffer no loss of pay.

B. Once a declared emergency is in effect and City Hall is officially closed, the essential people shall be paid for the rest of their remaining shift or shifts. In addition, they would be paid all hours actually worked at their prevailing straight time hourly rate of pay.

C. Any employee who is on pre-approved Paid Time Off (PTO) before the declared emergency is not affected by this section unless the employee's leave was cancelled.

D. All bargaining unit employees are determined to be essential and shall report for work as directed, ordered, called, sent for or assigned by the City to work during the declared emergency. If the emergency warrants, the City may go to alternate scheduling to best suit the needs of the situation.

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ARTICLE 14

WORKING OUT OF CLASSIFICATION

Section 1: Whenever an employee is assigned to perform the job duties and responsibilities of a higher graded position for any period of time of more than five (5) continuous working days, or any four (4) or more periods of more than three (3) days in a one (1) year period, this period being the individual employee's anniversary date, that employee shall receive five percent (5%) above their regular rate of pay for every hour worked in that higher grade.

Section 2: An employee temporarily assigned to a lower graded position shall be compensated at the rate of pay received in their regular assigned job grade.

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ARTICLE 15

PAID TIME OFF

All non-probationary employees will receive Paid Time Off (PTO) to use for vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal, business, or emergencies. Employees have individual responsibility to manage their paid time off. PTO is classified as either scheduled PTO or unscheduled PTO.

PTO must be scheduled no less than 24 hours prior to its use. PTO requested for Monday must be requested and approved the previous Friday. In order to receive unscheduled PTO an employee must notify his/her supervisor at least one (1) hour prior to the start of his/her scheduled shift.

PTO will accrue each pay period based on regular hours worked. It is up to each employee to allocate how they will use it: for vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal, business, or emergencies. Employees must use any accrued PTO prior to be granted any unpaid leaves.

See Exhibit A for Historical PTO Accrual Chart
Effective October 1, 2010 the amount of PTO accrued each year is as follows:

Employees Hired Before 10/01/1987

Years of Service	(40 Hrs/Week) Biweekly Accrual	2080 Hrs/year Annual Accrual	Maximum Accrual (Hours)
20+ yrs	11.38 hrs	296.0 hrs	528 total hours

Employee Hired Between 10/01/1987 and 9/30/1994

Years of Service	(40 Hrs/Week) Biweekly Accrual	2080 Hrs/year Annual Accrual	Maximum Accrual (Hours)
14+ yrs	9.85 hrs	256.0 hrs	448 total hours

Employees Hired After 9/30/1994

Years of Service	(40 Hrs/Week) Biweekly Accrual	2080 Hrs/year Annual Accrual	Maximum Accrual (Hours)
0-1 yrs	5.54 hrs	144.0 hrs	288 total hours
2-7 yrs	6.77 hrs	176.0 hrs	288 total hours
8-14 yrs	7.69 hrs	200.0 hrs	336 total hours

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15-19	8.31 hrs	216.0 hrs	368 total hours
20+	8.92 hrs	232.0 hrs	400 total hours

PTO is earned each pay period based on regular hours worked or when the employee is in paid status during holiday leave, bereavement leave, and jury duty leave.

PTO will not be earned for any scheduled time when the employee is absent from work in connection with excused or unexcused absences without pay, including unpaid leaves of absence, short term disability, workers' compensation leave, or long-term disability.

PTO is not earned for supplemental straight time hours worked beyond an employee's regular schedule of additional hours.

After an employee has successfully completed six (6) months of continuous service, PTO may be taken as earned, and it is accrued from his/her date of hire.

Upon voluntary separation, layoff or retirement from employment, an employee will be paid fifty percent (50%) of their accrued and unused PTO up to a maximum of 240 accrued hours (120 hours). Employees who are terminated from employment for disciplinary reasons receive no payout of PTO.

Under no circumstances will an employee be paid out for more than 120 hours.

Following Bargaining Unit ratification on October 2, 2009, each employee's accrued sick leave balance carried forward to hours in a Sick Leave Reserve Account (SLRA), and up to 24 hours of existing accrued and unused sick time was converted into PTO hours.

Effective October 1, 2010 hours from the SLRA can be used only in the event of a continuous absence due to personal illness or injury lasting four (4) consecutive days or longer. Additionally, effective October 1, 2011, the following events will also allow for the use of hours from the SLRA:

1. An employee's absence to care for his/her own serious medical condition, on an intermittent or continuous basis, as qualified by the Family and Medical Leave Act (FMLA);

2. An employee's absence to care for his/her family member's serious medical condition, on an intermittent or continuous basis, as qualified by the Family and Medical Leave Act (FMLA) provided that the employee has already exhausted all of his/her PTO and Vacation Leave.

Once the Sick Leave Reserve hours are exhausted, they will not be replenished.

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An employee, upon retirement or resignation from the City Service in good standing, with a minimum with 20 years of continuous service shall be paid the cash value of one-half (1/2) of his or her accumulated Sick Leave Reserve.

An employee, upon retirement or resignation from the City Service in good standing, with a minimum of two (2) years but with less than twenty (20) years of continuous service, shall be paid the cash value of one-quarter (1/4) of his or her accumulated Sick Leave Reserve.

An employee who is laid off by the City due to elimination of a City function or phase-out of a City operation, shall be paid the cash value of one-half (1/2) of his or her accumulated unused Sick Leave Reserve.

Following Bargaining Unit Ratification on October 2, 2009, accrued and unused vacation leave was placed in a Vacation Leave Reserve bank. The value of the vacation leave for purposes of payout will be calculated at the employee's base rate of pay effective September 30, 2009. However, Vacation Reserve Leave scheduled and used during the course of employment will be paid at the employee's current rate of pay.

Upon leaving the city's service in good standing, employees shall be paid for unused and accrued Vacation Leave Reserve at 100%.

A physician's excuse is required after unscheduled absences of four (4) or more consecutive work days.

An employee who uses unscheduled leave on the scheduled day before or after a holiday, or on the holiday (if scheduled) will not be paid for the holiday, unless a doctor's note is submitted.

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ARTICLE 16

HOLIDAYS

Section 1: The following ten (11) legal holidays will be observed with fulltime employees receiving compensation at their regular rate of pay, for eight (8) hours. The date for the Floating Holiday shall be pre-determined by the City each year.

New Year's Day
Martin Luther King's Birthday
President's Day
Christmas
Fourth of July
One (1) Floating Holiday
Veteran's Day
Thanksgiving
Day After Thanksgiving
Memorial Day
Labor Day

Section 2: In the event any of the above-named holidays fall on a Saturday or Sunday, the preceding Friday or the succeeding Monday will be observed, as determined by the City Manager. Employees required to work on a holiday shall be paid 8 hours holiday pay plus one and a half (1 ½) times their normal hourly rate of pay for each hour they work during the holiday.

Section 3: When an eight (8) hour employee is on a scheduled leave using PTO or vacation, and a holiday falls during that time, the employee shall not be charged PTO or vacation for that holiday. When a ten (10) hour task employee is on a scheduled leave using PTO, and a holiday falls during that time, the employee will be paid eight (8) hours holiday time and the remaining two (2) hours may be substituted with other leave hours. Task employees who call out on a holiday will be charged ten (10) hours PTO.

Section 4: Any holiday adopted by the City Commission shall be incorporated by reference as a holiday with respect to the employees covered by this Agreement.

Section 5: Employees may use accrued vacation or PTO for religious or ethnic holidays not observed by the City, approval shall be granted based on operational requirements.

Section 6: During the term of this Agreement, up to six (6) of the foregoing listed holidays can be designated as furlough days if the City Commission adopts a Resolution. In such case, the employee will be granted the day off without pay. No employee will be furloughed for more than twelve (12) days during the term of this agreement.

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ARTICLE 17

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ARTICLE 18

LEAVES

Section 1: Bereavement Leave

Any employee who suffers the death of an immediate family member shall be granted bereavement leave of three (3) working days. This leave shall be with full pay and shall not be deducted from the employee's PTO. For purposes of this paragraph, an immediate family member shall consist of mother, father, sister, brother, spouse, son, daughter, grandmother, grandfather, grandchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepparent, stepchild or domestic co-habitant.

The City shall require proof of death within thirty (30) days after the leave is taken.

Section 2: Jury Duty

If called for jury duty, the full-time employee will be allowed leave with pay provided that a request for such leave is reported in advance to the Human Resources Director. In order to receive regular pay for such leave, the employee must deposit the money received for jury duty, within thirty (30) days of payment, except travel pay, with the Human Resources Director.

Section 3: Military Leave

A regular full-time employee, who has completed the probationary period and a member of any U.S. Military Reserve or the National Guard, will receive leave for up to seventeen (17) days per year for required active duty. In the event the compensation received by the employee from the National Guard or reserves is less than the amount of their salary for the same period from the City, then the City shall pay the difference. The City shall meet all Federal and State laws where applicable.

Section 4: Leave Without Pay

An employee may be granted leave of absence without pay for a period of up to one (1) year for sickness, disability or other good and sufficient reasons which are considered to be in the best interests of the City. Such leave will require the approval of the Department Head, Human Resources Director and the City Manager.

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Section 5: Discretionary Furlough

The city reserves the right to implement discretionary furloughs pursuant to Civil Service Rules. No bargaining unit member shall be placed on more than one furlough day per month unless the member consents to more than one per month.

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ARTICLE 19

SENIORITY

Section 1: Seniority shall be defined as the total amount of continuous service with the City. Seniority shall be City-wide and shall date from the employee's date of hire.

Section 2: Employees shall lose their seniority as the result of the following:

A. Termination;
B. Retirement;
C. Resignation;
D. Layoff exceeding one (1) year;
E. Failure to respond to the notice of recall within fifteen (15) days of receipt of the recall notice, which recall notice shall be sent by Certified Mail with a copy submitted to the Union.

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ARTICLE 20

LAYOFF AND RECALL

Section 1: In the event that it is necessary to reduce the work force, all layoffs shall be according to seniority, provided the employee retained must be qualified to perform the work necessary to be accomplished. Any employee affected by any reduction in force shall have the right to displace any employee with less seniority in any equal or lower rated classification covered by the Agreement, provided the employee is qualified to perform the necessary services to be performed in that classification.

Section 2: When an employee elects to take a lower rated classification pursuant to the provisions of this Article, they will be compensated at a rate that would reflect their continuous City service for the new classification. However, at no time will the employee be compensated above the pay range for the new classification.

Section 3: All laid off employees shall have the first rights of recall, according to seniority, up to twelve (12) months after the layoff occurs. An employee may elect to receive at least two (2) weeks' notice of layoffs; or, in lieu of notice, two (2) weeks compensation at the employee's regular rate of pay or enter into a severance agreement and receive any severance benefits package temporarily provided by the City Commission to Civil Service employees.

Section 4: The Federation shall be furnished copies of all layoffs of employees in the Federation at the same time as the laid off employee received his or her notice of layoff.

Section 5: In the event an employee is recalled to work after layoff and refuses to accept the position, within thirty (30) days after notification, the employer's obligation to recall that employee shall cease.

Section 6: During the period of layoff, the employee's accrued seniority shall be retained and when re-employed, the employee shall resume the accumulation of seniority from the first day of re-employment with the City; and for the purpose of seniority, a layoff shall not be considered a break in service.

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ARTICLE 21

INSURANCE AND BENEFITS

Section 1: The City currently provides and/or makes available health insurance coverage, as well as insurance covering workers' compensation, long-term disability, and life insurance. It is recognized and agreed that the City may select any insurance carrier(s) in its sole and exclusive discretion as well as unilaterally changing the insurance carrier(s) – including the right to adopt self-insurance funding. The City may also unilaterally change the scope and/or level of benefits, provided that it does this on a City-wide basis. If the City Commission approves contribution to an HSA plan, employees in the Federation who participate in that plan will receive the same contribution. It is agreed that, if the scope and/or level of benefits is materially reduced, the Federation may request post-implementation impact bargaining within thirty (30) days of said material change.

Section 2: Savings and Credit Union
Current City plan, except as amended from time to time by the City Commission, shall be available to bargaining unit members.

Section 3: Deferred Compensation
Current City plan, except as amended from time to time by the City Commission, shall be available to bargaining unit members.

Section 4: Educational Assistance Program
Current City plan, except as amended from time to time by the City Commission, shall be available to bargaining unit members.

Section 5: Travel
Current City plan, except as amended from time to time by the City Commission, shall be available to bargaining unit members.

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ARTICLE 22

PENSION

Section 1: All employees who are hired on or after October 1, 2007 will become compulsory members of FRS.

Section 2: All employees who are in the Defined Contribution Plan shall contribute 3% of base wage earnings, which exclude overtime, bonus, or any additional compensation to the Defined Contribution Plan. Effective the pay period that includes October 1st, the City will make contribution to the Defined Contribution Plan at the same rate established by the State of Florida as the FRS employer contribution rate for the FRS Regular Class; however, under no circumstances will the City contribution rate be less than 5% or greater than 12%.
Other key provisions of the Defined Contribution Plan shall be as follows:

a. Vesting period –immediately.

b. Withdraw date is in accordance with the Internal Revenue Code applicable to Defined Contribution Plan. (Currently age 59 ½)

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ARTICLE 23

ON THE JOB INJURY

Section 1: The CITY agrees to abide by Chapter 440, Florida Statutes with respect to the provision of workers' compensation benefits.

Section 2: Employees who are cleared by their doctor to perform light duty may be assigned light duty if light duty work is available, but the City is under no obligation to create light duty work.

Section 3: The City agrees to pay regular wages and benefits for the first seven (7) working days of the workers' compensation elimination period.

Section 4: In accordance with Chapter 440, employees will make reasonable effort to schedule workers' compensation appointments during off duty hours. When it is not feasible, employees shall schedule these appointments using their available PTO, vacation, or sick time.

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ARTICLE 24

WAGES

In YEAR ONE (10/1/17-9/30/18)
Effective the first full pay period in October each employee who is not topped out in his/her range will receive a 3% wage adjustment in the range and Topped Out members will receive 2% Lump Sum payment.

In YEAR TWO (10/1/18-9/30/2019)
Effective the first full pay period in October 2018, each employee who is not topped out in his/her range will receive a 3% wage adjustment in the range and Topped Out members will receive 2% Lump Sum payment.

Section 2: It is specifically agreed and understood that there shall be no continued eligibility for any such wage adjustments after September 30, 2019, unless specifically negotiated by the parties to this Agreement.

Section 3: The Union recognizes and agrees that the City has the right to modify the payroll period and dates of paycheck issuance, as long as the employee does not suffer any monetary loss. The Union and the City agree that covered members may elect to utilize any accrued PTO, to offset any fewer than 14 calendar days in a pay cycle only in the event the City changes the pay period cycle. The City and Union agree that this will only occur one time during this contract unless agree to by all parties.

Section 4: It is understood and agreed that no employee covered hereunder shall receive a wage adjustment which would bring the employee above the top of the salary range in their job classification.

Section 5: It is also understood and agreed to that there shall be no across-the-board increases, automatic increases or any other type of salary increases except as specifically stipulated in this Article.

Section 6: If another bargaining unit receives an increase higher than the settlement with FOPE, such increase will also be granted to FOPE for this period as a "me too" on wages.

Section 7: Because each member of the bargaining unit is required to wear ANSI approved safety shoes, each member shall receive an annual shoe allowance of $150.00 two times per year in January and June 2018 & two pairs of safety shoes at no more than $150.00 per pair thru a City contracted vendor in 2019.

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ARTICLE 25

EMPLOYEE EVALUATIONS

Section 1: Effective October 1, 2010, Performance evaluations with an overall (final) score of 2.9 or below may be reviewed through the grievance process. Federation of Public Employees has expressly waived the right to grieve Performance Evaluations with a score of 3.0 or above. Federation of Public Employees has expressly waived the right to arbitration over evaluations, where there is no monetary merit increase attached.

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ARTICLE 26

DRUG FREE WORKPLACE

Section 1: The Federation has accepted the Drug Free Workplace Ordinance adopted by the City of Oakland Park, as of May 2, 2001, Ordinance No. 0-2001-014 and as amended from time to time in accordance with the rules and regulations promulgated by the State of Florida.

Section 2: Bargaining unit employees who are required to have a CDL license are subject to both reasonable suspicion and random drug testing.

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ARTICLE 27

RESIGNATION

Section 1: Any employee wishing to leave the City service in good standing shall file with their department head, at least fourteen (14) days before leaving, a written resignation stating the date the resignation shall become effective and the reason for leaving. The fourteen-day count will begin the day following the receipt of the resignation notice. Failure to comply with this procedure may be considered cause for denying such employee future employment by the City. Unauthorized absence from work for a period of three (3) working days may be considered by the department head as a resignation. A resignation, once tendered, cannot be revoked by the employee, except by mutual written consent of the employee and the City. The City may release an employee who has tendered a resignation immediately provided the City pays two (2) weeks of severance pay calculated at the employee's base hourly pay, less customary deductions.

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ARTICLE 28

FAMILY AND MEDICAL LEAVE ACT

Section 1: The Parties to this agreement shall abide by all current laws and regulations pertaining to the Family and Medical Leave Act.

Section 2: Prior to requesting leave without pay, employee must first exhaust all applicable accrued sick, vacation, personal, PTO, holiday leave and compensatory time. The total leave time will be an aggregate of accrued sick, and/or vacation, personal, PTO leave and compensatory time, and leave without pay. In any case, combined leave of any type (except military leave) cannot exceed one year.

Section 3: If an employee is no longer qualified for their previous position because of the employee's inability to attend necessary mandatory retraining, recertification, licensure programs, etc. as a result of the leave, the employee shall be given a reasonable opportunity to fulfill those conditions upon return to work.

Section 4: If the employee is unable to perform the essential functions of their previous positions because of a physical or mental condition, including the continuation of a serious health condition, the City shall make every effort to provide a reasonable accommodation, which does not impose an undue hardship upon the operations of the City.

Section 5: Annual performance review pay increases occurring during the unpaid portion of a Family and Medical Leave will not be granted until the employee returns to work. The effective date of the pay increase shall be adjusted to exclude the period of unpaid Family and Medical Leave.

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ARTICLE 29

PROBATION AND PROMOTIONAL PERIOD

Section 1: Employees shall serve a one hundred eighty (180) calendar day probationary period. Employees promoted into any classification shall serve a one hundred eighty (180) calendar day probationary period.

Regular full-time employees who are promoted and are serving a probationary period shall have all rights of redress through this agreement regarding grievances and appeal of discipline. However, such employees shall have no right to grieve, arbitrate or appeal a demotion.

All new employees serving a probationary period may be laid-off, disciplined or discharged with or without cause.

Section 2: The employee's starting date of employment for purposes of calculation his/her probationary status, and seniority shall be adjusted if the employee takes leave without pay for more than thirty (30) days.

Section 3: The promotional probationary period does not affect the employee's entitlement to City benefits granted after satisfactorily completing the initial employment probationary period.

Section 4: If at any time during the promotional probationary period an employee does not prove to be satisfactory, he/she will be returned to a vacant position in the classification from which he/she was promoted. In such cases, the employee's pay rate will be reverted to the rate prior to promotion. If no position is available for which the employee is qualified to perform, he/she will be placed on a Reinstatement List in accordance with Civil Service Rules.

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ARTICLE 30

ACCIDENT REVIEW COMMITTEE

Section 1: The City and the Federation recognize the importance of an adequate and neutral Accident Review Committee. The City and its employees share the responsibility for accident consciousness and awareness in the workplace, said consciousness and awareness being necessary to ensure the safety of management, workers, and the public.

Section 2: The City and the Federation agree that one (1) out of the three (3) members of the Accident Review Committee shall be a Federation bargaining unit member selected by the City from a list of three (3) employees designated by the Union.

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ARTICLE 31

JOB BIDDING

Section 1: All job vacancies in the service of the City shall be posted by job announcement on all bulletin boards for a period of at least seven (7) working days. A copy of said announcement shall be sent to the Federation. The job announcement shall include minimum qualifications, salary ranges for the vacancy and number of openings.

Section 2: In the event a vacancy occurs in a bargaining unit position, and no copy of the job announcement is provided to the Federation, the position will not be filled until such time as the Federation has obtained a copy of that announcement and the announcement has been posted for a period of not less than seven (7) working days.

Section 3: Bargaining unit employees are eligible to seek promotion or lateral transfer to any unit position for which they meet the qualifications. Appointment from an eligibility list is based on the rule of three (3).

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ARTICLE 32

SAFETY

Section 1: The City and the Federation recognize the importance of an adequate Safety Program. The City and its employees agree to share responsibility for implementation and monitoring of the Safety Program. The City and its employees share the responsibility for the safety consciousness and awareness in the workplace, said consciousness and awareness being necessary to ensure the safety of management, workers and the public.

Section 2: The City shall provide all appropriate safety equipment. Employees shall use all said appropriate safety equipment and promptly report unsafe equipment to his/her immediate supervisor or manager.

Section 3: The City shall promulgate work methods and procedures in accordance with established safety standards. It is the responsibility of City employees to follow said work methods and procedures and promptly report unsafe equipment to his/her immediate supervisor or manager.

Section 4: A Safety Committee composed of representatives from the Federation and other employees shall meet periodically for the purpose of establishing and insuring the safety for all employees. The Federation may designate two (2) of its members to sit on the Safety Committee. The City may select additional Federation members or employees to sit on the Committee.

Section 5: Equipment – The Safety Committee shall regularly review the safety equipment used by City employees and provide recommendations to the appropriate department Director or designee.

City

Union

ARTICLE 33

DURATION

Section 1: The provisions of this Agreement shall become effective after approval by a majority of those unit members voting, and after ratification by the City Commission of Oakland Park, and, finally, by the signatures of the appropriate Union Representatives and the proper City Officials, as authorized by the City Commission. This Agreement shall remain in full force and effect until and including September 30, 2019.

Section 2: The CITY and the UNION agree to commence bargaining t on or about March 15, 2019, for contract negotiations.

SIGNATURE AND RATIFICATION

FEDERATION OF PUBLIC EMPLOYEES

Business Representative

CITY OF OAKLAND PARK

City Manager

ATTEST:

City Clerk

Ratified by the Collective Bargaining Unit On: 12-1-17

Ratified by the City Commission On: 12-6-17

City Resolution No. R-2017-157

JD

City

WB

Union

R-2017-157