

City of Opa-locka

*Commission Chamber
215 Perviz Avenue
Opa-locka, FL 33054*



SPECIAL COMMISSION MEETING Agenda

**Thursday, July 28, 2022
6:30 PM**

City Commission

**Mayor Veronica J. Williams
Vice Mayor John H. Taylor Jr.
Commissioner Sherelean Bass
Commissioner Chris Davis
Commissioner Audrey Dominguez**

Appointed Officials

**Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by the meeting start time via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA

“The Great City”

AGENDA

SPECIAL COMMISSION MEETING

July 28, 2022

6:30 PM

1. **CALL TO ORDER:**
2. **ROLL CALL:**
3. **INVOCATION:**
4. **PLEDGE OF ALLEGIANCE:**
5. **PUBLIC INPUT:**
(agenda items only)
6. **RESOLUTION:**
 1. **A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) COUNCIL 79, LOCAL 2068, EFFECTIVE AUGUST 1, 2022 THROUGH JULY 30, 2025; PROVIDING FOR INCORPORATION RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Manager***
7. **ADJOURNMENT:**

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

RESOLUTION NO. 22-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) COUNCIL 79, LOCAL 2068, EFFECTIVE AUGUST 1, 2022 THROUGH JULY 30, 2025; PROVIDING FOR INCORPORATION RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka (“City Commission”) finds that ratification of the Collective Bargaining Agreement between the City of Opa-Locka, Florida and the American Federation of State, County and Municipal Employees (AFSCME) Council 79, Local 2068 is in the best interest of the City of Opa-Locka; and

WHEREAS, the contract shall be effective from August 1, 2022 through July 30, 2025.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. Recitals. The recitals to the preamble herein are incorporated by reference.

Section 2. The City Commission hereby approves and ratifies the collective bargaining agreement between the City of Opa-Locka, Florida and the American Federation of State, County and Municipal Employees (AFSCME), Council 79, Local 2068, effective August 1, 2022 through July 30, 2025.

Section 3. This Resolution shall take effect upon adoption by the City Commission and is subject to final approval by the State of Florida Financial Oversight Board for the City of Opa-locka, FL to the extent appropriate.

PASSED AND ADOPTED this 28th day of July, 2022.

Veronica Williams
Mayor

Attest to:

Joanna Flores
City Clerk

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by:

Seconded by:

VOTE:

Commissioner Bass
Commissioner Davis
Commissioner Dominguez
Vice-Mayor Taylor
Mayor Williams

COLLECTIVE BARGAINING AGREEMENT
~~CONTRACT~~ BETWEEN
THE CITY OF OPA-LOCKA
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
AFSCME FLORIDA COUNCIL 79
LOCAL 2068

October 1, 2005 August 1, 2022 to September
July 30, 2008 2025

BOARD OF CITY COMMISSION

Veronica Williams
Mayor

John H. Taylor
Vice Mayor

Sherelean Bass
Commissioner

Chris Davis
Commissioner

Audrey Dominiguez
Commissioner

Darvin Williams
Interim City Manager

CITY OF OPA-LOCKA
BARGAINING TEAM

Darvin Williams
Interim City Manager

Robert Anathan
Budget Administrator

Kierra Ward
Human Resources Director

UNION/EMPLOYEE BARGAINING TEAM

Madelin Gonzalez
Regional Director – AFSCME Florida Council 79

Patricia Pierre
Staff Representative – AFSCME Florida Council 79

John Renaud
President - AFSCME Local 2068

Derrick Troupe
Vice President- AFSCME Local 2068

Diane Darden
Secretary- AFSCME Local 2068

Floralba Wright
Treasurer - AFSCME Local 2068

Tangelar Parker
Trustee - AFSCME Local 2068

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- A. Position Code & Classification
- B. Salary Range Schedule Classification
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ARTICLE 1 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 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 a 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 4. 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 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 cap 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.

There has been modification of positions since the formation of the bargaining unit. The City and the Union agree to review the current positions and amended job titles to be included and filed with Florida Public Employee Relations Commission ("PERC") within thirty (30) days of ratification of this agreement seeking unit modification.

When a new position is created or there is a modification to a current position, the employer will provide notice to the Union, engage in bargaining if demand is made, and will reach agreement on the inclusion or exclusion of a position in the bargaining unit. No positions will be removed from the unit or added to the unit unless mutually agreed or until a determination is made by PERC.

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~~ impact 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, 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)~~ three (3) members designated by the Union and ~~two (2)~~ three (3) 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 representatives 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 Agreement 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 the UNION, except as specifically and explicitly provided for by the stated terms of this Agreement. 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. The City possesses the sole right to operate City government and all management rights repose in it, except as otherwise specifically and expressly provided by this Agreement.~~ These rights included, but are not limited to, the following:

- a. Discipline or discharge of any employee for just cause;
- b. Directing the work force;
- c. Hiring, assigning, and transferring employees;
- d. Determining the missions of the City agencies;
- e. Determining the methods, means and number of personnel needed or desirable for carrying out the City's missions;
- f. Introducing new or improved methods or facilities;
- g. Relieving employees because of lack of work;
- h. Contracting 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.

Except as otherwise limited by an express provision of this Agreement, the City reserves and retains, whether exercised or not, all the lawful and customary rights, powers and prerogatives of public management. Such rights include but are not limited to establishing standards of productivity and performance of its employees; determining the mission of a City departments and the methods and means necessary to fulfill that mission, including the contracting out of or the discontinuation of services, positions, or programs in whole or in part; the determination of the content of job classification; the appointment, promotion, assignment, direction and transfer of personnel; the suspension, demotion, discharge or any other appropriate action against its employees because of lack of work or for other legitimate reasons; the establishment of reasonable work rules; and the taking of all necessary actions to carry out its mission in emergencies.

ARTICLE 5 NO STRIKE PROVISION

Section 1. Strikes

During the term of this Agreement, neither the Union nor the employees in the bargaining Unit, for any reason shall 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, within a reasonable time 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 Union its plan, and to work with the Local Union on alternatives to contracting out, prior to contracting out of services. Such discussions, however, shall in no way limit or unreasonably delay the City's ability to contract out services and, in any case, the decision of the City whether or not to contract out following said discussions shall be final and without right to appeal.

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 non-probationary employee with seven (7) ~~two (2)~~ 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 when submitted by from any employee- the Union.

Upon receipt of written authorization from an Employee and submitted by the Union, the City agrees to deduct from the Employee' s pay the amount authorized by that employee and for remittance to the Union, for the PEOPLE program (Public Employees Organized for Political Legislative Equality) within thirty (30) days from the date of receipt by the City. The deduction authorized by the Employee must be either bi- weekly (per pay check) or annual as noted on the form. It is understood that any Employee may revoke in writing at any time his/ her authorization for union dues or PEOPLE deduction(s) within thirty (30) day notice to the City by the Union.

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's business office within seven (7) days of the second biweekly pay day on a monthly basis via electronic transfer or mail to the following: AFSMCE Florida Council 79, 3064 Highland Oaks Terrace, Tallahassee, Florida 32301. ~~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 earnings 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 by the Union.

Section 7. Report of Employees

Upon request, the City agrees to provide to the Local Union ~~on a semi-annual basis~~ a complete up-to-date electronic excel spreadsheet listing of all bargaining unit employees covered by this contract, upon request of the Union. Such listing shall *include* the employee's full name, job classification, work location, home address, last four (4) numbers of social security number and membership status as it appears on the records of the City.

ARTICLE 8 UNION STEWARD

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, but ultimately shall assign personnel based on the operating needs of the City.

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~~ aware 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~~ City buildings or facilities where bargaining unit members are assigned, i.e., Police, Parks & Recreation and Public Works Departments. 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 pick up 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 and/or a comparable position, 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 employee's 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 aAgreement.

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 job classification.

section 2. City Seniority — Defined

Continuous ~~permanent~~ regular, 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)~~ five (5) working days following proof of receipt of letter.
- e. Fails to respond within ~~seven (7)~~ five (5) working days after the date of service of 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 lay off 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~~ 2020
- (4) Resident, permanent employees and *non-resident permanent employees employed with the City on or before July 5, ~~1995~~ 2020

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

The ~~employer~~ City 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~~ City ~~will~~ shall 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 seniority position 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, but no less than fourteen (14) working days. 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 ~~may elect to~~ continue enrollment in the ~~current Comprehensive Health Care Program Consolidated Omnibus Budget Reconciliation Act~~ 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~~ eighteen (18) months (unless eligible for an extension under law) following date of layoff. The employee who fails to pay in a timely manner will be eliminated ~~for from~~ the ~~Comprehensive Health Care Program Consolidated Omnibus Budget Reconciliation Act~~.

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. 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 similar position and trained ~~so as to be able to~~ satisfactorily perform the duties. Employee must be qualified for the position based on the respective job description or be able to qualify by the end of the training period.
- C. 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.
 - a. 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.

- C. 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.
- D. 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 party's 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 representation.
- 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 or 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~~ be granted release time with pay to attend grievance hearings as Step I, Step II and Step III which are held during the normal workday. Employee witnesses, who may be required to ensure 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 workday, 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. Arbitration is the final step of the grievance procedure.

The parties agree that in discipline cases only those cases involving formal discipline (i.e., written reprimand, suspension, demotion not during a probationary period, and discharge) may be moved forward to arbitration.

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~~ Federal Mediation and Conciliation Service.

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.

Section 8. Claims Pursuant to this Article

Arbitration Rules. Whichever forum a grievance is filed and/or processed in according to Section 4 above, the following shall apply:

1. Arbitrator's Authority. The arbitrator shall have no power to add to, subtract from, alter, or modify this Agreement, nor to grant to either party matters which were not obtained in the bargaining process, nor to grant to impose any remedy or right of relief for any period of time prior to the effective date of this Agreement, nor to grant pay retroactively for more than thirty (30) calendar days prior to the date a grievance was submitted at Step I.
2. Decision Final and Binding. The arbitrator's decision shall be final and binding on the parties in accordance with Florida General Statutes, provided, however, neither the submission of questions of arbitrability to any arbitrator in the first instance shall be deemed to diminish the scope of judicial review over arbitral awards, including awards on arbitrability.
3. Grievance Subjects. Notwithstanding any contrary provision of this Agreement, the following matters shall not be subject to the grievance or arbitration procedure:
 - a. dismissal of employees during the probationary period;
 - b. reduction in force decision, except for order of layoff;
 - c. classification and pay grade for newly created jobs, provided however, this clause shall neither enlarge nor diminish the Union's right to negotiate on pay grades;
 - d. compliance with health and safety standards and Florida OSHA;
 - e. appeal of rejection from admission to an examination or other City selection device;

ARTICLE 14 WORKING CONDITIONS

Section 1. Work Scheduling

Normal Work Schedule

A. The normal work week will consist of forty (40) or 84 hours bi-weekly work week, eight (8), ten (10) or twelve (12) per workday for four/five consecutive days.

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

Employees pay dates are bi-weekly (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 (2) 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.~~
- E. Prior to the implementation of any schedule change, there shall be a five (5) day notice in writing to employee and the Union, with the exception of emergency matters. Emergency matters shall be determined on a case-by-case basis.

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 regular 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~~ may 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) calendar day prior notification, in writing by the department, shall be given to the employee that his/her performance is unacceptable.
 - 2. A full-time ~~permanent~~ regular employee promoted shall be treated as a ~~permanent regular~~ 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 percent whichever 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 which 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 job incumbent returns from the leave of absence. Should the acting position become vacant, the acting person in the position shall may 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 (4) 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 or eighty four (84) bi-weekly.
 - 2. An employee shall not have his/her regular 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 practical. Overtime worked shall be reflected on the employee's pay stub.
 - 4. By mutual consent of the supervisor in the employee, compensatory time, in lieu of overtime pay, may be given and used in lieu of overtime in time of 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 at time actually worked. Paid time-off Holidays, jury duty, vacation, sick leave, or any other 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 is an appointed 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 exceptions, as deemed appropriate.
- B. The maximum number 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 periods 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. Rest periods must be taken in the following manner: one in the morning and one in the afternoon and cannot be used at the beginning or end of shift.

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 shall post outside the City. Any employee not selected shall be entitled to an explanation why the employee was not selected and such explanation, if requested, 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 qualified, based on the job description, 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 discussion with the Union. Such discussion shall in no way preclude or delay the City from promulgating the new or revised job description once the classification has been discussed.

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, in which he/she qualifies, 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, except by mutual 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 demand the use of this equipment and expect compliance from the employees. Noncompliance 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 employee's 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

Employees 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 safety complaints within five (5) working days and submit a written report within ten (10) days to the Department Director and the Union for corrective action.

The City agrees to comply with all Applicable Federal, State, Local Laws, including OSHA regarding employee safety.

Section 6. Assignment

An employee shall be assigned to another job assignment that he/she may be qualified whenever ~~the~~ the employee's 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 shall 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 shall provide transportation.

The City shall arrange for reasonable return transportation.

Section 8. Quarterly Meetings

No more than two (2) representatives of the Union and of the City shall meet quarterly and as needed at a 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 Department shall maintain an official personnel file for each regular 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 shall be placed in an employee's personnel file.

Section 3. Written Materials

Materials relating to work performance discipline, suspension, or dismissal shall 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 shall be placed in a personnel file, unless ~~they~~ it has have been reduced to writing within twenty (20) working days.

Section 5. Employee's Copy

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

Section 7. Anonymous Materials

No anonymous letter or material shall be placed in an employee's personnel file. The validity of items of a derogatory nature placed in an employee's personnel file shall 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, shall be permitted to examine the personnel file. The employee shall be permitted ~~conveniently~~ to reproduce any materials in the file at the minimum cost per page. Such request should be made to the ~~Director of Human Resources~~ Director, who shall permit examination of the records at reasonable time, under reasonable conditions and under ~~his/her~~ Human Resources Department's supervision.

Section 9. Handling of Record

The Human Resources Director or designee shall 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 shall remove information in accordance with the Florida Statutes.

ARTICLE 20 EMERGENCY MEAL ALLOWANCE

Section 1. Emergency Meals

Under the following special circumstances where the City does not provide meals, the department head Director 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 workday eight (8) hour shift; and

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

The employee will only be reimbursed for the exact cost of the meal with receipts up to a maximum of ~~seven (7)~~ 6 dollars for breakfast, 11 dollars for lunch and 15 dollars for dinner.

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 employee's job assignment shall be considered work time for pay purposes. Employees must complete a minimum of fifteen (15) hours per year of City-authorized training, where such training is provided by the City and the City affords the employee the time to complete such training during his or her workweek.

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)~~ twelve (12) uniforms. Replacements up to a maximum of ~~eleven (11) per year~~ twelve (12) 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 ~~maybe~~ shall 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 (ii) 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 – Public Works

The employee shall be required to wear safety shoes and the City shall be responsible for one half of the reasonable cost 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~~ Union employees in the Police Department, Parks and Recreation Department and Code Enforcement that are required to wear uniforms such uniform components that are necessary as applicable to their job in an amount necessary for their job. ~~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 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

The 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~~ DRUG-FREE AND SMOKE-FREE WORK PLACE

Section 1. General Policy Statement

Drug-free Workplace 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~~ job performance, loss of productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and AFSCME share a commitment to collaboratively addressing this problem and ~~to~~ shall attempt to create and maintain a drug-free and smoke-free workplace.

- ~~A. Employees on duty or on City property shall not distribute, dispense, possess, or use illegal drugs, nor shall 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 shall 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.~~

For these reasons, and others, the Union supports the City's Drug-Free and Smoke- Free Workplace Policy which provides, in part, that:

It is the policy of the City of Opa-Locka policy that the unlawful manufacture, distribution, possession, or use of controlled substances is prohibited in the workplace. It is the policy of the City that each employee has a right to come to work and perform his or her job in an environment that is free from the illegal use of drugs. It is also in the interest of the City and the public that employees be able to perform their duties safely and efficiently.

The City is firmly committed to promoting high standards of health, safety and efficient service. Thus, The City's goal is to maintain a work environment free from the effects of drug abuse and smoke.

It is the policy of the City that employees shall not unlawfully manufacture, distribute, dispense, possess or use a controlled substance while on the job or in the workplace, or be under the influence of a controlled substance, not prescribed for him/her by a physician, while on the job or in the workplace. Any employee violating this policy will be subject to discipline, up to and including termination.

Controlled substances are specifically defined in federal law. They consist of two classes of "drugs": 1) those commonly thought of as "illegal" drugs, and 2) certain medications available by prescription, but not being taken under a physician's orders, which the federal government has determined have a potential for abuse, or are potentially physically or psychologically addictive.

Employees must inform the City's Human Resources Director within five (5) days of any drug conviction for violation of a state or federal drug statute if the violation occurred in the workplace. A conviction means a finding of guilty, including a plea of nolo contendere, or the imposition of a sentence by a judge or jury in any federal or state court. Within ten (10) days of receiving notice that one of its employees funded under a federal grant or contract has been convicted for a violation of a state or federal drug statute occurring in the workplace, the Human Resources Director must notify the appropriate federal granting or contracting agency.

Employees who have substance abuse problems are encouraged to participate in the City's Employee Assistance Program or a rehabilitation program prior to any disciplinary action. If an employee chooses not to undergo rehabilitation, the City will take disciplinary action consistent with collective bargaining agreements and State law and regulation. Since it is a federal certification requirement that employees be notified of this policy, each employee will receive a copy of it. This policy will also be available at the Human Resources Department.

~~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 shall be free of intoxication from alcohol.~~
- ~~B. Employees on duty shall not use or take prescription drugs above the level recommended by the prescribing physician and shall 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 shall notify and advise the Union of its actions, in accordance to Section A of this Article.~~

Section 4. Employee Physical Examination/Screening/Health Services

In order to establish and support a clear standard of conduct for employees, the City adheres to the following provisions:

- A. Drug screening shall be included in all physical examinations. Employees and contracted persons in positions which fall under the Omnibus Transportation Employee Testing Act (OTETA) of 1991 shall be screened.
- B. Circumstances under which testing maybe considered include, but are not limited to, the following:
 - 1. Observed use of illegal drugs and/or abuse of alcohol during work hours;
 - 2. Apparent physical state of impairment of motor functions;
 - 3. Marked changes in personal behavior on the job not attributable to other factors;
 - 4. Employee's involvement in serious or repetitive accidents on the job causing personal injury to self or others and or significant property damage;

5. Employee involvement in an accident requiring medical treatment or the vehicle to be towed away from the scene of the accident; and
6. Any vehicular fatality.

Section 5. Testing

An employee's refusal to submit to drug or alcohol testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

Section 6. Health and Safety Factors

The parties seek to foster the health and safety of all employees and members of the general public. Smoking possesses a significant risk to the health of the smoker. It can damage sensitive technical equipment and can be a safety hazard. In sufficient concentrations, side- stream smoke can be hazardous to non-smokers in the work environment. It may be harmful to individuals with heart and respiratory disease or allergies related to tobacco smoke. Use of other tobacco products also possesses a significant risk to the health of the user.

Use of ~~tobacco~~ smoke products ~~should~~ shall be in accordance with Federal and State laws. All current and potential employees shall be informed of the City's ~~tobacco-free work place~~ Smoke-Free Work Place policy.

ARTICLE 25 HOLIDAYS

Section 1. Legal Holidays

- A. Regular, full-time employees and permanent part-time employees are eligible for holiday pay following completion of the first 90 days of the one-year probationary period.
- B. The following days are recognized as City of Opa-locka, Florida paid holidays and any other as may be designated by the City:

New Year's Day

~~Martin Luther King's Birthday~~ Martin Luther King, Jr. Day

Presidents Day

Memorial Day

Juneteenth Independence Day

Independence Day

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Half day Christmas Eve

Half Day New Year's Eve

~~Personal Floating Holiday~~

~~Section 2. Personal Floating Holiday~~

~~The personal floating holiday is intended to be used to observe predictable day of personal significance such as religious holiday, birthday, weddings or other special occasions. Employees must schedule this day each year with their supervisor as far in advance as possible. Personal day must be used prior to the end of the calendar year. This day is not carried over or accrued.~~

Section 2. Legal Holidays Falling on Saturday or Sunday

Holidays ~~which~~ that fall on Saturday will be observed on the preceding Friday. Paid holidays ~~which~~ that fall on Sunday will be observed on the following Monday.

Section 3. Eligibility and Paid Holiday

To be eligible for holiday pay, an employee must work the last regularly scheduled workday or be in an approved leave pay status preceding the holiday and the first regularly scheduled workday following the holiday, unless the absence is approved in advance by the supervisor.

- a. ~~If the City of Opa-locka~~ paid holiday falls during an employee scheduled vacation, the holiday will not be counted as vacation taken.
- b. An employee who separates or commences an unpaid leave of absence on the last scheduled workday preceding a holiday will not receive holiday pay.
- c. Employees required to work on a schedule holiday will be paid, their regular rate of pay plus time and half for hours worked. A paid holiday not worked will not be credited as a regular workday to compute weekly overtime. All employee scheduled to work on a holiday and fails to report to work will not be eligible for holiday pay.

ARTICLE 26 DISCIPLINARY/APPEAL

Section 1. General Statement

This Article shall apply to any employee covered by this Agreement. If employee's position is not covered, employee is not subject to this Agreement, even if dues are paid. The City shall be consistent with the concepts or fairness and due process. The City recognizes that an employee maybe may be 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~~ shall be:

Informal

1. Verbal warning
2. Written warning

Formal

1. Written reprimand
2. Suspension/fines
3. Demotion/reduction in grade
4. Termination/Discharge

Section 3. Notification

The employee shall be notified by higher supervisor, in writing, of the alleged violation within forty-eight (48) hours of knowledge 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 shall ~~normally~~ be carried out in a manner ~~which shall not intended to~~ 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. If a Union representative is not readily available, 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 the Union, through its Regional Director Field Coordinator or his/her designee. 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 calendar days of which to notify the Director of Human Resources of his/her intent to appeal such action. In ~~their~~ his/her notice of intent to appeal a disciplinary action, the employee shall elect the forum (i.e. ~~Personnel Board~~ City Manager or Arbitration) for the hearing of said appeal. Once elected, ~~and employee~~ 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, except as noted in the Grievance Procedure.

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 written rebuttal to discuss the issues of his/her case and answer questions. The employee will have the right to Union Representation at such meeting.

Section 9. Categories of Separation

The categories of separation shall be as stipulated and defined herein. Separations are of four (4) types:

1. Voluntary Separation - the employee initiates the separation by retiring, resigning, or 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 from 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 and 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 a verifiable and acceptable reason for the absence from work.

3. Disciplinary - the employee is separated from service by the City for actions that violate the City's policies and/or procedures, federal and/or state laws, or for other reason(s) 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~~ and not the employee's fault or on the employee's part.

Section 10. Costs of Services

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

ARTICLE 27 VACATION /ANNUAL LEAVE

Section 1. General Annual Leave Entitlement

The City encourages and requires each regular full-time and regular 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, upon separation, or as otherwise specified in this Agreement.

Section 2. Eligibility

- A. A regular employee's entitlement to earn annual leave is based on the employment anniversary date. An employee accrues annual leave as follows:
 1. One (1) through five (5) years of service: Employees who have completed one (1) full year of service is are entitled to twelve (12) days (96 hours) accrued annual leave.
 2. Six (6) through ten (10) years of service: Employees are eligible for fifteen (15) days (120 hours) of earned annual leave each year.
 3. Eleven (11) through fifteen (15) years of service: Employees are eligible for eighteen (18) days (144 hours) of earned annual leave each year.

4. Sixteen (16) through twenty (20) years of service: Employees are eligible for twenty (20) 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. Regular 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~~ that month 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 ~~may be~~ may be 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 (30) days prior to start of the requested annual leave date. Confirmation of the approved 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 shall be given to the employee with the greater seniority within the job classification.
- E. Leave requests may be denied based on the operating needs of the City or Department. However, leave requests shall not be unreasonably denied.

Section 4. Annual Leave Carry Over

~~Annual leave may be carried over to the following from one calendar year to the next, however; beginning with the calendar year 2023 and for each year thereafter, an employee shall forfeit any hours in excess of two hundred forty hours (240) in his or her annual leave bank upon the first day of each new calendar year. an employee shall be allowed to accrue no more than thirty (30) days annual leave. Employees with approved annual leave prior to the signing of this Agreement shall be allowed to retain those annual days, but no additional days shall be allowed. [Moot]~~

Section 5. Unused Annual Leave

~~Unused annual leave entitlement shall be paid upon separation or death, termination, retirement, or separation from the City so long as, in the case of separation, the employee has provided notice of separation to the City at least two-weeks in advance of separation and been employed by the City for more than three hundred sixty-five (365) consecutive days. 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 Department Head to the Human Resources Department. Such request may be made by telephone, telegram, or email or letter, but, if by phone, should be confirmed by telegram or letter in writing. No sick leave shall be credited unless supporting medical evidence verifying the illness or injury is presented to the City.~~

Section 8. Unused Annual Leave Accrued Between January 1, 2019 and the Effective Date of this Agreement

Upon the effective date of this Agreement, in regard to the hours of annual leave accrued between January 1, 2019 and the effective date of this Agreement, any employee with an excess of two hundred and forty (240) hours of annual leave shall receive a one-time payout at his or her current rate of pay for all hours in excess of two hundred forty (240) hours.

Section 9. Pre-2019 Accrued Leave (Banked Leave)

- A. Upon the effective date of this Agreement, all unused hours of annual leave accrued by an employee before the year 2019 shall be designated as "banked leave." Banked leave shall be held, tracked, and reported as a separate category of leave time for each applicable employee. The monetary value of each hour of banked leave shall be fixed and equal to the employee's hourly rate of pay on the effective date of this Agreement.
- B. Each employee with banked leave shall be permitted, at his or her sole discretion, to cash in and receive the monetary value of up to eighty (80) hours of banked leave once per calendar year.
- C. If applicable, each employee with banked leave shall be permitted to cash in and receive the monetary value of up to eighty (80) hours of banked leave once per calendar year if he or she experiences a "financial emergency." "Financial emergency" shall be defined by the policies and procedures of the Human Resource Department, and a request to receive a payout of banked leave pursuant to this subsection shall be in the discretion of the City Manager.
- D. If an employee has any unused hours of banked leave at this time of his or her death, termination, retirement or separation from employment, the value of those unused hours shall be paid out to the employee (or his/her estate in the event of death) upon his or her death, termination, retirement or separation from employment. An employee must provide the City with notice of at least two-weeks to be eligible for this pay out in the event of a separation from employment.

ARTICLE 28 SICK LEAVE

Section 1. Policy Statement

This policy applies to all regular full-time and regular 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 shall 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. Starting with the calendar year 2023, employees with an excess of one thousand forty (1040) hours of accrued sick leave hours at the end of a calendar year shall forfeit any hours in

excess of one thousand forty (1040) hours on January 1st of each new calendar year. A maximum of one thousand forty (1040) hours can be carried over from year to year. There shall be no limit on the amount of sick leave an employee may accrue. In the event of an employee's death, termination, retirement or separation from employment, all of his or her unused hours of sick leave shall be forfeited.

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 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 ~~4~~. 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 ~~5~~. 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 or 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 6. Doctor's Appointments

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 7. 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 8. Part-Time

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

Section 9. Unused Sick Leave Accrued Prior to the Effective Date of this Agreement

Upon the effective date of this Agreement, in regard to the hours of sick leave accrued prior to the effective date of this Agreement, any employee with an excess of one thousand and forty (1040) hours of sick leave shall receive a one-time payout at his or her current rate of pay of all hours in excess of one thousand forty (1040) hours.

**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 witnesses a result of employment with the City, will be entitled to ~~regular~~ administrative leave 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-~~ C. 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 he 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, domestic partner 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.

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. Newborn 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 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.~~

Section 1. The City shall provide Workmen's Compensation coverage for the Employee. In the event of an on-the-job injury to an employee, such employee will be carried at full pay, minus Workmen's Compensation daily benefits on the rolls of the Employee's respective Department to a maximum of two hundred forty (240) days. Daily benefits and the time loss as a result of the on-the-job injury will not be charged against any existing

type of leave time. The Workers' compensation award shall constitute prima facie evidence of permanent disability.

Section 2. Daily benefits and time lost as a result of on-the-job injury shall not be charged against any type of leave time. An Employee may select their own physician for medical care as may be permitted under Chapter 440 of the Florida Statutes or as allowed by Workers' Compensation carrier. The City, however, may require an employee who suffers an on-the-job injury to be examined by a physician selected by the City at the City's expense.

Section 3. Any Employee injured on-the-job shall be paid a full eight (8), ten (10) or twelve (12) hours wages, depending on his/her shift, for the day of the accident if his/her treating physician advises that he/she could not or should not return to work that day.

Section 4. Any Employee who is able to work after a job-related injury, shall be reinstated to his/her former job, provided he/she is physically qualified to perform the work.

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^{1/2}) the regular rate of hours worked with a minimum of three (3) hours call back.

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 ½) the regular rate for hours worked with a minimum of three (3) hours call back. 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~~ shall pay the tuition of regular employees for eligible education, vocational, technical, or adult trainings programs approved by the Department Head and 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 shall improve present job

performance or which shall prepare the employee for promotion. ~~An eligible program which shall 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 tuition payment shall be based on seventy-five percent (75%) of the Florida in state tuition for State colleges and universities 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.~~

The tuition payment plan is subject to the following:

- a. Courses must be sponsored by a regionally or nationally accredited college or university.
- b. Correspondence courses are excluded.
- c. Courses must be completed with a passing grade of "C" or better before reimbursement will be approved.
- d. The employee must submit the published course description to and obtain approval from the Department Head and City Manager before being eligible for reimbursement of the course. Written certification by the Department Head that the course is job-related is required.
- e. Upon completion of the course, the employee must forward a transcript of grades and invoices for the cost of tuition to the Human Resources Director.
- f. The employee must have completed one full year of service prior to enrolling in a course for which the employee requests reimbursement.
- g. The employee must remain employed for one full year of service upon completion of and reimbursement of the last class taken. Failure to do so will result in the employee being required to reimburse the City for the cost of the class(es) taken.

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 will 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 that 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 Director 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 City Manager. ~~The finding and recommendation by the Personnel Board shall be forwarded to the City Manager for final decision. The City Manager's decision shall be final.~~

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

- A. The employee shall be provided with, a copy of his/her performance evaluation.
- B. Performance evaluation reports shall be filed on the prescribed form in the following instances and at the following times: (1) during any probationary period, either promotional or original, not less than two (2) weeks prior to the termination of the period; (2) when the performance of an employee with regular status has been unsatisfactory, not less than three (3) months prior to the employee's annual increase date; (3) when the rating supervisor wishes to amend a previously submitted unsatisfactory report due to the marked improvement in an employee's performance; (4) annually for each regular employee, at least three (3) months prior to the employee's annual increment date, e.g., October 1, or within a reasonable period thereafter. (5) at such other times as the City Manager or rating supervisor deems that the quality of service of an employee should be recorded.
- C. A performance evaluation shall be conducted by a supervisor who is familiar with the employee's work. If the employee has had more than one supervisor over the course of the period being evaluated, feedback shall be provided by the prior supervisor(s). The performance evaluation report is subject to the approval of the City Manager or designee. A copy of each approved performance evaluation report shall be given to the employee and placed in the employee's file.
- D. Union members who are in a classification entitled "supervisor", or in a classification whose job specification includes conducting performance evaluations may be assigned to conduct performance evaluations. Other Union members will not be designated to conduct performance evaluations of other Union employees but may be asked to provide input into the preparation of such evaluations by the rating supervisor when they have been involved in leading or guiding other workers.
- E. No supervisor shall make comments within a performance evaluation where such comments are inconsistent with the rating. However, constructive suggestions for improvement shall not be considered to be inconsistent with the evaluation.
- F. No comments will be added to a performance evaluation after it has been signed by the employee unless the modified rating report has been reviewed with and initialed by the employee prior to its placement in the employee's personnel file.
- G. An employee's signature and/or initials on the performance evaluation form shall serve as confirmation that the employee has seen the evaluation and not as an indication that the employee agrees with the evaluation. All overall "unsatisfactory" evaluations shall be discussed with and signed by the employee (indicating that the employee has seen it, not that the employee agrees with the rating.) If the overall rating is "unsatisfactory", the employee may request that the Union steward sign the rating, rather than the employee, to confirm that the employee has seen the rating.

- H. When an employee is rated unsatisfactory in any category, the rating supervisor shall state the reasons and suggestions for improvement. The rating supervisor is encouraged to include comments about the prior efforts to address the concern.
- I. When, in the judgment of the rating supervisor, the performance of a regular employee has been "unsatisfactory," the report shall be discussed at an informal meeting with the employee prior to any review by the City Manager or designee.

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 workday. 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 \$0.59 cents per hour for the entire workday.

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 ever 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.~~

1. Upon the effective date of this Agreement, retroactive to October 1, 2021, each AFSCME employee will get a 2.75% increase for each year, or fraction thereof, from their last wage increase.
2. Under the above formula, any AFSCME employee, other than those starting after October 1, 2020, who would receive an increase of less than 3% using the formula described in Section 1 of this Article, will get an increase of 3% retroactive to October 1, 2021, upon the effective date of this Agreement.
3. Those employees who received increases as of October 1, 2020 to get them up to wages of \$30,000 per year will receive a 4% increase retroactive to October 1, 2021 upon the effective date of this Agreement.
4. Upon the effective date of this Agreement, retroactive to October 1, 2021, those employees starting employment with the City after October 1, 2020 will get 3% increase prorated by the length of their employment up to October 1, 2021.

5. AFSCME employees, full-time and part-time, with ten to fourteen years of service will receive a one-time payment of \$250.00. AFSCME employees, full-time and part-time, with more than fourteen years of service will receive a one-time payment of \$500.00.
6. As of October 1, 2022 there will be a 2.5% increase for all AFSCME employees.
7. As of October 1, 2023 there will be a 2.0% increase for all AFSCME employees.
8. The City shall not hire any full time or part time employee at an hourly rate or salary that is less than \$15.00 per hour.
9. Any full time or part-time employee employed by the City on the effective date of this Agreement who is earning less than \$15.00 per hour shall have his or her compensation raised immediately to \$15.00 per hour, in addition to any other wage increases due and owing under this Article.

ARTICLE 41 GRANT EMPLOYEES

Employees shall be given every opportunity for a full-time position when the grant fund runs out.

ARTICLE 42 ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes and cancels all prior agreements, whether written or oral, unless expressly cited to the contrary herein, and constitutes the complete and entire agreement between the parties and concludes collective bargaining for its term.

Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referenced to or covered in this Agreement, even though such subjects or matters may not have been

within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

The provisions of this Article are subject to the Miscellaneous Article, and no such provision shall be deemed to have been vitiated by reason of this Article.

ARTICLE 43 DURATION

Section 1. Effective Date

This Agreement shall become effective upon ratification by the parties.

Section 2. Expiration

The Agreement shall be effective from August 1, 2022 through July 30, 2025.

Section 3. Re-opener

The Parties agree that Article 40 "Wages" shall be reopened at any time prior to October 1, 2024 to negotiate the wage increase for fiscal year 2024 (October 1, 2024 – September 30, 2025).

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 2022

CITY OF OPA-LOCKA

AMERICAN FEDERATION OF STATE,
COUNTY _____ AND _____ MUNICIPAL
EMPLOYEES, COUNCIL 79, UNION
2068

By: _____
James Wright
Interim City Manager

By: _____
John Renaud
President – AFSCME Local 2068

By: _____

By: _____
Madelin Gonzalez
Regional Director
AFSCME Florida Council 79

APPENDIX – A - UNIT DESCRIPTION

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 Assist
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
Records Clerk

Crime Analyst
Property and Evidence Specialist
Parks Senior Coordinator
Recreational Leader
Accounts Payable Clerk
Administrative Assistant
Automotive Bodywork
Building Clerk
Community Outreach Coordinator
Customer Service Representative
Human Resources Specialist I
Lead Custodial Worker
Lead Utility Mechanic
Payroll Clerk
Water Meter Mechanic
Purchasing Clerk
Secretary II
Seniors Coordinator
Urban Ranger
Utility Mechanic
Carpenter
Electrician

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

APPENDIX – B
SALARY RANGE SCHEDULE AND CLASSIFICATION

[TO BE ADDED FOLLOWING RATIFICATION]

**APPENDIX – C
WORK HOURS**

[TO BE ADDED FOLLOWING RATIFICATION]