

**COLLECTIVE BARGAINING AGREEMENT**

**CITY OF OAKLAND PARK, FLORIDA**

**AND**

**FLORIDA PUBLIC EMPLOYEES COUNCIL 79, AFSCME**

**LOCAL 2526**

**OCTOBER 1, 2009 – SEPTEMBER 30, 2012**


**Clerical Employees**


**ARTICLE 1. PREAMBLE**

A. This Agreement is entered into by the CITY OF OAKLAND PARK, FLORIDA, hereinafter referred to as the "CITY", and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES hereinafter referred to as "UNION", sets forth the agreement between the parties concerning wages, benefits, and other conditions of employment.

B. The following terms have the following meaning:

1. All reference to "City" means the City of Oakland Park, Florida.
2. All reference to "City Manager" means the City Manager or his designee.
3. Reference to "day" means calendar day when it is used to measure the time in which an act must occur, excluding Saturdays, Sundays and Holidays recognized in the Agreement.
4. When "day" is used in reference to the accrual or use of a benefit (such as PTO or holiday leave), it means eight (8) hours, regardless of the amount of shift hours.
5. All reference to "member(s)" means dues paying bargaining unit member(s).
6. All reference to "Employee(s)" means bargaining unit member(s) regardless of dues paying status.
7. All reference to "contract term" or "term of agreement" means from the date the Agreement is ratified by both the City and the Union to September 30, 2012.
8. All reference to "he" means he/she; all reference to "his" means his/hers.
9. All references to "she" means he/she; all reference to "her" means his/hers.
10. All references to "PTO" means Paid Time Off.

  
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11. All references to "Union" or "AFSCME" means Florida Public Employees Council 79, American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2526.

**ARTICLE 2. RECOGNITION**

A. The CITY hereby recognizes the UNION as the exclusive bargaining representative for the bargaining unit identified in Certification Number 1655 as granted by the Public Employees Relations Commission on January 22, 2008.

B. UNION recognizes the CITY Commission as the legally constituted authority responsible for determining the purpose, mission and operations of the CITY.

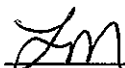
C. UNION recognizes the CITY Manager as the Chief Executive Officer of the CITY responsible for administration of the CITY and the Employee workforce.


**ARTICLE 3. MANAGEMENT RIGHTS**

A. The CITY reserves and retains exclusively all rights to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations.


B. The rights of the CITY through its management officials, shall include, but not be limited to, the following:

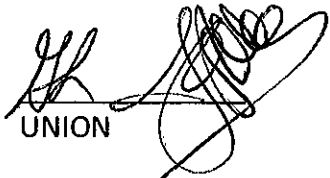
- 1. To manage and direct the Employees of the CITY.
- 2. To hire, promote, transfer, assign and retain Employees in positions with the CITY.

  
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3. To establish and modify work schedules.
4. To establish and modify hours of work.
5. To suspend, with or without pay, Employees when the City determines that suspension is in the best interest of the public.
6. To establish and amend performance standards for Employees.
7. To establish and modify job classifications (descriptions).
8. To discharge Employees when the CITY determines that the Employee does not meet performance standards.
9. To discipline Employees.
10. To relieve Employees from duties because of lack of work, funds or other legitimate reasons as determined by the City Commission.
11. To maintain the efficiency of the operations of the CITY.
12. To determine the methods, means and personnel by which such operations are to be conducted.
13. To subcontract any work performed by bargaining unit Employees
14. Determine the proper and necessary safety equipment and devices for Employees engaged in work where such special equipment and devices must be used.
15. To determine the organization of CITY government.
16. To determine the number of Employees to be employed by the CITY.
17. To determine the number, types and grades of positions or Employees assigned to an organization unit, department or project.

  
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18. To determine, establish and modify internal security practices.

19. Determine when a civil emergency condition exists.


If, in the discretion of the CITY Manager it is determined that a civil emergency condition exists, including, but not limited to, riots, civil disorders, hurricane conditions or other catastrophes, the provisions of the Agreement may be unilaterally suspended by the CITY Manager or designee, during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**ARTICLE 4. UNION AND EMPLOYEE RIGHTS**

A. The City agrees to recognize the Union’s officers and three (3) City Employee stewards as agents of the Union. The Union shall furnish written notice to the Department Head of the designated Union officers and stewards within three (3) days of ratification of this Agreement and when any change in designation is made thereafter. The City recognizes the right of the Union to designate one (1) chief steward from among the three (3) City Employee stewards. The authority of a Union steward to act on behalf of and bind the Union is implied from their designation as Steward.

B. Union officials as designated above shall only be able to meet with City Employees in non-work areas (i.e., break areas) and during non-work time. Nothing in this section shall preclude or interfere with the City’s right to control access to City facilities for safety and /or security purposes.

C. Union stewards will be granted leave to engage in collective bargaining, subject to the limitations set forth in this Article, or to meet with the representatives of the CITY for grievance

  
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investigation and/or consultation with management representatives to avoid or resolve grievances.

D. Union Stewards may be granted leave and may utilize "union time pool" time to engage in the following representative activities:


1. When an Employee is required to appear at a hearing related to a grievance and or arbitration.
2. When an Employee is responding to disciplinary action or investigation.
3. When an Employee is attending a pre-determination hearing.
4. When additional Stewards or bargaining unit members are participating in collective bargaining.


E. The CITY may stop the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the CITY'S part shall not be arbitrary or capricious, nor shall it allow the CITY to proceed in a manner that deprives the Employee of his or her right of representation.

F. No Employee shall engage in Union business while on duty except as referenced herein.

G. The City Manager will grant the Union stewards combined leave, without pay, for a total of ten (10) days per year in order that they may attend conferences, seminars and similar events or other union activities related to their representative function provided the leave does not adversely affect the on-going day to day operations in any department.


H. Stewards shall maintain and provide to the City a Union Business time-out slip that shall be processed to show their accumulated hours used against the Union time pool. The form for this purpose shall be attached hereto as Appendix "A" to this agreement.

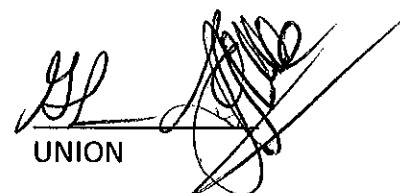
  
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I. Personnel Files


1. There shall be one (1) official personnel file for each bargaining unit employee, which shall be kept and maintained in the City's Human Resource Department. However, this does not preclude Departments from maintaining their own files or supervisor notes except any member of the bargaining unit shall have the right to examine such notes at any reasonable time, upon request to the City's Records Custodian.
  2. Any member of the bargaining unit shall have the right to examine their personnel file at any reasonable time, upon request, to the City's Records Custodian. The employee may request copies of documents in their personnel file and the City shall provide employees with requested copies, at the employee's expense as described in the City Code of Ordinances, as amended from time to time.
  3. An employee may, if they desire, file a statement of rebuttal to any document, in their personnel file, as long as the rebuttal remarks are not derogatory and provided such rebuttal is filed within sixty (60) days of the filing of the document being rebutted. Said rebuttal shall state facts that are relevant to the issue(s) stated in the document to which the rebuttal is to be attached.
- J. Neither the Union nor an Employee may seek a judicial determination of rights until the administrative rights provided for in the Grievance Article and/or the Disciplinary Appeals Article of this Agreement have been exhausted.

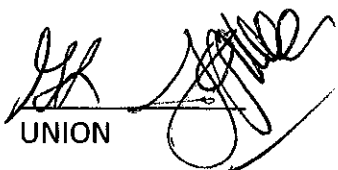
  
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**ARTICLE 5. UNION TIME POOL**

- A. Employees may voluntarily donate, on an annual basis, from their Paid Time Off bank of time up to eight (8) hours to be banked and subsequently used to permit designated Union stewards to engage in representative activity or bargaining activities during the City work day.
- B. Donated time shall be transferred from the participating Employees accrued leave bank within thirty (30) days of the ratification of this Agreement and thereafter twice each year during the month of October and April.
- C. Time Pool hours shall roll over from one year to the next.
- D. Union representation shall utilize the Union Time-Out slip when using Time Pool hours.
- E. Union time pool hours shall only be used for a steward's leave from assigned regular duties.
- F. Union time pool hours shall be classified as paid leave from work and shall not count as time worked for the purpose of calculating overtime.
- G. The City may delay the use of such time off if it interferes with productivity or manpower needs. However, the exercise of such right on the City's part shall not be arbitrary or capricious, nor shall it allow the City to proceed in a manner that deprives any Employee of his or her right of representation. Whenever the City has scheduled a meeting at which a Union representative is required and that meeting is cancelled, the City shall reschedule the event at the convenience of both parties.

  
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**ARTICLE 6. UNION DUES DEDUCTION**


- A. Upon receipt of written authorization from an Employee, the City agrees to deduct the regular Union dues from each Employee's pay and remit such deductions to the Union thirty (30) days from the date of the deduction. Dues deductions shall commence during the second pay period following receipt of written authorization.
- B. The Union will notify the City and its members in writing thirty (30) days prior to any change in dues deductions.
- C. It is understood that any Employee may revoke in writing at any time his/her authorization for dues deduction by giving a thirty (30) day advance notice to the City and the Union. The Union will indemnify, defend and hold the City harmless against any claim made and against any suit instituted against the City by members of the Union regarding dues check-off and deductions.

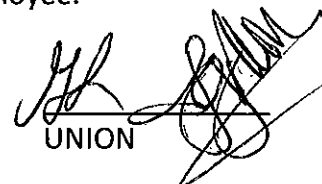
**ARTICLE 7. NON-DISCRIMINATION**

- A. There shall be no discrimination for or against any Employee by the City or the Union because of the Employee's membership or lack of membership in the Union.

**ARTICLE 8. EMPLOYEE WEINGARTEN RIGHTS**

- A. An Employee is entitled to the presence of AFSCME representative (elected official of the local, shop steward or AFSCME union staff representative) at an investigatory interview if the Employee requests one and if the Employee has reasonable grounds to fear that the interview may be used to support disciplinary action against the Employee.

  
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B. Further, both the City and Union agree that it is the responsibility of the affected union member to request union representation when invoking his/her Weingarten Rights.

C. If, for some reason, union representation is denied, the union member may refrain from answering accusatory questions and/or the signing of prepared written statements until such time the Employee is represented by a union representative.

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

**ARTICLE 9. NO STRIKE CLAUSE**

A. Strike means the concerted failure to report for duty, the concerted absence of Employees from their positions, the concerted abstinence in whole or in part by any group of Employees from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services and operation of the City, picketing or demonstrating in furtherance of work stoppage, either during the term of after the expiration date of this Agreement.

B. Neither Union nor any of its officers, agents and members, nor any bargaining unit member covered in this Agreement will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, sick-out or concerted stoppage of work.

C. Any or all Employees who violate any provisions of this Article may be dismissed or otherwise disciplined by the City.

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**ARTICLE 10. UNION ACCESS TO EMPLOYEES**

A. The City of Oakland Park agrees that the Union's non-Employee authorized representatives shall be permitted to go on and visit the City's premises for the transaction of Union business, after first notifying the City and obtaining permission from the Human Resources Department or designee.

**ARTICLE 11. BULLETIN BOARDS**

A. The City will furnish space for one (1) bulletin board for each City building, where members of the bargaining unit work, for the exclusive use of AFSCME, for the purposes of posting notices concerning Union business. The Union will provide 36" by 36" lockable style bulletin boards to the City for installation at those locations.

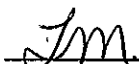
B. Any notice or item placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing the notice on the bulletin board.

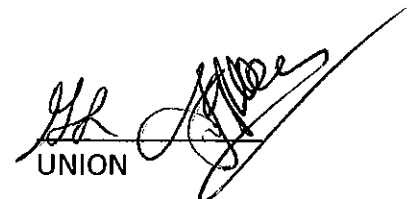
C. Under no circumstances shall the Union or any bargaining unit Employee post any item or notice containing material which either endorses or opposes any City of Oakland Park candidate or issue or any matter which directly or indirectly disparages any elected or appointed City Official or Employee, and will not be used for political messages of any nature.

D. The bulletin boards shall be maintained during the term of this Agreement unless building rehabilitation requires relocation.

E. The Union shall indemnify and hold harmless the City against all claims and actions arising from the posting by the Union, of inappropriate, discriminatory or offensive material.

F. All notices shall clearly state that they are "UNION Notices."

  
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G. All materials posted on bulletin boards must not violate any state, federal or local laws.

**ARTICLE 12. EMPLOYEES CHARGED WITH CRIMES**


A. When a City Employee who is a member of the bargaining unit is arrested and charged with a felony offence, the Employee shall be placed on administrative leave without pay until final disposition of the criminal charges. An Employee who is convicted of or who pleads guilty or no contest to a felony in conjunction with a plea negotiation shall be terminated from their employment with the City.

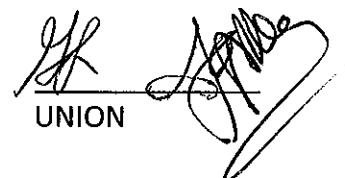
B. An Employee placed on administrative leave without pay, under these circumstances may use appropriate leave time during the leave period. If found innocent or if the State Attorney drops the charges, not as a result of a plea deal, the time will be reinstated.

**ARTICLE 13. PROBATIONARY PERIOD**

A. All newly hired or rehired Employees shall be subject to a probationary period of one (1) year.

B. All promoted Employees shall be subject to a probationary period of six (6) months. When a promoted Employee has not successfully completed probation they may return to their former if it is vacant or, if not vacant, offered another vacant position for which they are qualified. If no position is vacant the Employee will be laid off.

  
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**ARTICLE 14. COLLECTIVE BARGAINING**


A. The membership of the bargaining unit shall be represented in collective bargaining by the President of the Union or by any person or persons designated by the Union in writing to the City Manager. The Union representative or representatives are the official representatives of the Union for the purpose of negotiating with the City. Negotiations entered into with persons other than those designated by the Union, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no weight or authority in committing or in any way obligating the Union. It shall be the responsibility of the Union to notify the City Manager in writing of any changes in the designation of any certified representative of the Union.

B. Collective bargaining sessions shall be conducted after 5:00 p.m. or on weekends so as not to interfere with the normal City work day.

**ARTICLE 15. GRIEVANCES**

A. In a mutual effort to provide a harmonious working relationship between the parties to this agreement, it is agreed to and understood by both parties, that there shall be a procedure for the resolution of grievances between the parties.

B. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, their grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next higher step.

  
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C. A grievance is defined as, and is limited to, any dispute involving the interpretation or application of this Agreement. A dispute over disciplinary action is not a grievance, but is considered an appeal of disciplinary action and shall be processed as set forth in this Agreement.


D. For the purpose of this Article, time is considered to be of the utmost importance. Accordingly, any grievance not submitted in accordance with the time limits provided below shall be considered exclusively abandoned and shall be barred, forfeited and forever foreclosed for all contractual purposes and shall result in the forfeiture of all rights to arbitration. Any grievance not answered or processed by the CITY within the time limits provided below shall equate to a denial and the UNION may, at its discretion, advance the grievance to the next step in the process.

**STEP ONE:**

In the event an Employee covered by this Agreement believes that there is a basis for a grievance, as that term is defined above, the Employee shall first discuss the alleged grievance with the UNION. If the UNION determines that the issue warrants a formal grievance, the UNION may file a formal written grievance.

**STEP TWO:**

The form shall be filed with the CITY Manager within twenty (20) days of the act or omission which gives rise to the grievance. In conjunction with filing, the UNION, at its option to request a meeting with the CITY Manager or the UNION may request the meeting by other writing. The CITY Manager shall meet with the UNION to discuss the grievance if the UNION has elected to request a meeting.

  
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**STEP THREE:**

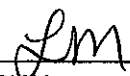
Within twenty (20) days after the date of receipt of the grievance or of the meeting with the UNION, if one was requested, the CITY Manager will respond to the UNION in writing.

**STEP FOUR:**


If the UNION is not satisfied with the response from the CITY Manager, the UNION may submit the grievance to arbitration by filing a request for a seven (7) name arbitration panel to the American Arbitration Association. The submission must be made within thirty (30) days of the date of the CITY Manager's letter to the UNION, as evidenced by actual filing with the American Arbitration Association. The parties shall select an arbitrator by each striking three (3) names in alternating fashion, until the parties select an arbitrator. The party striking first shall be determined by the toss of a coin or agreement of the parties. The selection process shall occur within thirty (30) days of receipt of the panel list.

**ARBITRATION:**

1. The arbitrator will determine the statement of the grievance (issues for determination). The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Article, except to the extent as specifically provided herein or expressly agreed to by the parties. The Arbitrator shall not issue a

  
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ruling which requires the expenditure of funds to implement, unless the Arbitrator finds that such funds are available by appropriation in the City's budget.



- 2. The arbitrator may not issue declaratory opinions and shall confine himself exclusively to interpretation and application of an express provision of the Agreement. Evidence of the intent of the parties shall not be considered by the Arbitrator unless the Arbitrator first finds that a provision of the Agreement is ambiguous.
- 3. Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any person that uses the transcript of the hearing shall bear the cost of such transcript as fixed by the Court Reporter unless both parties mutually agree to share such costs.
- 4. The arbitrator's award shall be final and binding on the parties.

E. The UNION will not be required to process the grievance of Employees that are not members. Only the UNION can advance a grievance to arbitration for one of its members. Members may not advance a grievance to arbitration on their own.

F. The parties agree that the settlement of any grievance by the parties prior to a decision by an arbitrator shall have precedential value unless the parties agree otherwise, in which case their settlement shall so state.

G. No new hire or probationary Employee shall be entitled to utilize the grievance/arbitration procedure herein or the disciplinary appeals procedure on any matter

  
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involving discharge, suspension, demotion or other disciplinary action.

**ARTICLE 16. DISCIPLINARY APPEALS**

A. Discipline is classified as either major or minor as follows:

**MAJOR:** Termination

Demotion

Suspension without pay - more than three (3) days

B. No Employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager. No pre-determination conference shall be conducted with less than ten (10) calendar days notice to the Employee.

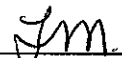
**MINOR:** Written warning

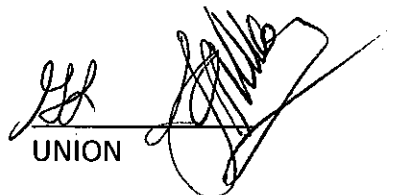
Suspension without pay of three (3) days or less

Removal from a promotional list


C. Appeals of disciplinary action shall be handled as follows:

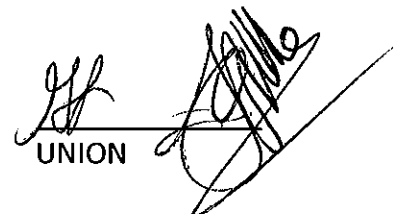
1. Major discipline may be by appeal to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in Grievance Article above. The Union may request review of the discipline by the City Manager provided it does so before the ten (10) day time limit for requesting arbitration. If a meeting is requested, the ten day (10) time limit for requesting arbitration shall be abated. The request for appointment of an arbitrator must be made in writing within ten (10) calendar days of notice of the City's disciplinary action. The cost of the arbitration panel, if any, shall be split by the City and the Union equally.

  
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2. The arbitrator may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties.
  3. Written reprimands may not be appealed but the Employee may submit a written response provided the response is submitted within ten (10) days of the written reprimand. If a written response is submitted by the Employee, it shall be attached to the written reprimand and placed in the Employee's personnel file.
  4. Suspensions without pay of three (3) days or less may be appealed to the City Manager whose decision shall be final. An appeal shall be filed in writing within ten (10) days of notice of the suspension without pay. The City Manager shall conduct an investigation of the discipline and render a decision within twenty (20) days of the appeal. The City Manager's decision may be to sustain, reverse, or modify the discipline. In no event shall the City Manager's decision increase the discipline to more than a suspension without pay of three (3) days. The City Manager may conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her investigation of the discipline.
- D. All prior discipline received by an Employee shall be considered when a new discipline is contemplated, but not all prior discipline shall be given the same weight. By way of example: The older a discipline, the less its weight. A pattern of discipline over a short period of time has greater weight than sporadic discipline spread over an extended period of time.



  
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**ARTICLE 17. HOURS OF WORK AND OVERTIME**

- A. The normal work cycle is seven (7) days. The work week for pay purposes begins at 12:00 A.M. on Thursdays and ends at 11:59 P.M. on Wednesdays. Employees shall work overtime when notified that overtime work is necessary. Overtime pay, at one and one-half (1 ½) times the base pay, will be paid for all hours worked over forty (40) hours in any work week. Overtime is to be computed in accordance with the Civil Service Rules, as amended from time to time. It is the intent of the parties that overtime pay for bargaining unit employees be calculated in the same manner as it is calculated for the City's unrepresented employees.
- B. The City may decrease (flex) the number of hours an Employee works in a work week to avoid incurring overtime payments.
- C. Department Heads shall determine the appropriate lunch break time for each Employee.
- D. The CITY agrees to establish a notification schedule, with at least ten (10) written days notice to the Union, to inform and advise Employees of split shifts and late shifts. By definition, split shifts are those shifts where an Employee's eight hour day is split between morning hours and evening hours wherein the Employee may be off the clock during the middle of the day; late shifts are those shifts where the Employee may be required to arrive at work at 1:00 P.M., 2:00 P.M. or 3:00 P.M. with the intent of working an eight (8) hour day starting from those hours.

  
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**ARTICLE 18. WAGES****A. YEAR ONE (10/1/09 – 9/30/2010)**

1. No base wage adjustment or merit increase – wage freeze.

**B. YEAR TWO (10/1/2010 - 9/30/2011)**

1. No base wage adjustment or merit increase – wage freeze.
2. Nothing herein shall prohibit the City Commission, who in its sole discretion may provide a one-time discretionary lump sum supplement to pay in fiscal year 2010-2011. AFSCME Local 79 waives bargaining over this provision.

3. Any issuance of a one-time discretionary lump sum supplement to pay would not be included in calculations for overtime, assignment pay, or any other premium pay, nor would it be considered as, or included in, an employee's pensionable wages.


4. Upon ratification of this Agreement and expiring on September 30, 2012, should the Federation of Public Employees receive a base wage adjustment or performance based increase, AFSCME Clerical employees shall receive the same base wage adjustment.

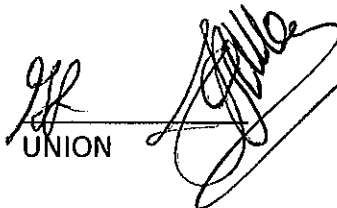
**C. YEAR THREE (10/1/2011 – 9/30/2012)**

1. No base wage adjustment or merit increase – wage freeze.

**ARTICLE 19. EMPLOYEE EVALUATIONS**

- A. Performance evaluations will be conducted annually. The Union, on behalf of its members, waives the right to grieve evaluations.


  
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- B. Employees have the right to submit a written rebuttal to employee evaluations in accordance with the provisions of Article 4 Union and Employee Rights, Section I Personnel Files, subsection c.

**ARTICLE 20. PENSION PLAN**

- A. The current General Employees Pension Plan will be maintained for Employees hired prior to the implementation date who did not elect to join FRS. Provisions applicable to the retirement plan are as specifically outlined in the current retirement plan, as amended herein.
- B. The City participates in the Florida Retirement System in accordance with Section 121.051(2)(b), Florida Statutes. The effective date for FRS participation was October 1, 2007.
- C. All Employees who are hired on or after the effective date of FRS participation will become compulsory members of FRS.
- D. Employees who are members of the City retirement plan at the time the City joins FRS, and elect to become members of FRS, will continue to earn service credit under the City plan, for vesting purposes only, for as long as they are employed by the City. Such Employees will become eligible for a benefit from the City plan upon reaching the normal retirement date (age 62), based on their vested percentage in the City plan, years of service in the City plan prior to joining FRS, and final average monthly earnings as of the date their City employment terminates.
- E. Employees who are members of the City Retirement Plan – General Employee Pension Plan (GEPP) shall contribute four (4%) of compensation effective the first pay period in April, 2009.

  
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F. The City will maintain the General Employees Pension Plan at current benefit levels and without increase to employee contribution rates until October 1, 2011, or until the Plan closes as hereinafter provided, whichever comes later; unless the City and Union otherwise agree to modifications through negotiations. At any time on or after October 1, 2011 the City shall, at a time determined by it, close the City Retirement Plan. All employees who are participants at the time the Plan is closed shall be transitioned to another retirement plan so designated by the City.

G. Within sixty (60) days of ratification of this Agreement, the City will form a pension transition task force. The Union may appoint three (3) members to review the impact of the plan closure and the transition of plan participants out of the General Employees Pension Plan. Union appointees may be accompanied by a Union Representative. City appointees may be accompanied by the City Manager or his designee. The Task Force meetings shall be conducted as Sunshine meetings. Task force recommendations shall be documented and transmitted to the City Manager and the City Commission. Any changes to GEPP will not affect AFSCME members unless it affects all other GEPP participants equally.

H. Bargaining Unit Employees who are GEPP participants shall receive a one-time lump sum payment in the amount of \$110.00, subject to customary withholdings, on the first full pay period following ratification of the Agreement.

**ARTICLE 21. PAID TIME OFF**

A. All non-probationary Employees will receive Paid Time Off (PTO) to use for vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal,

  
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business, or emergencies. Employees will have individual responsibility to manage their paid time off.

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

C. The amount of PTO accrued each year is as follows:

Employees Hired Before 10/01/1987

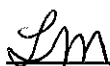
| Years of Service | (40 Hrs/Week)<br>Biweekly Accrual | 2080 Hrs/year<br>Annual Accrual | Maximum Accrual<br>(Hours) |
|------------------|-----------------------------------|---------------------------------|----------------------------|
| 20+ yrs          | 11.38 hrs                         | 296.0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

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

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

Employees Hired After 9/30/1994

| Years of Service | (40 Hrs/Week)<br>Biweekly Accrual | 2080 Hrs/year<br>Annual Accrual | Maximum Accrual<br>(Hours) |
|------------------|-----------------------------------|---------------------------------|----------------------------|
| 0-1 yrs          | 5.54 hrs                          | 144.0 hrs                       | 288 total hours            |

  
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|          |          |           |                 |
|----------|----------|-----------|-----------------|
| 2-7 yrs  | 6.77 hrs | 176.0 hrs | 288 total hours |
| 8-14 yrs | 7.69 hrs | 200.0 hrs | 336 total hours |
| 15-19    | 8.31 hrs | 216.0 hrs | 368 total hours |
| 20 +     | 8.92 hrs | 232.0 hrs | 400 total hours |

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

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


F. PTO is not earned for supplemental straight time hours worked beyond an Employee's regular schedule or overtime hours.

G. After an Employee has successfully completed six (6) months of continuous service PTO may be taken as earned and is retroactive to their start date.

H. On voluntarily separation, layoff or retirement from employment, an Employee will be paid fifty percent (50%) of the accrued PTO up to a maximum of 240 hours. Employees who are terminated from employment for disciplinary reasons receive no payout of PTO.

I. Under no circumstances will an Employee be paid out for more than the allowed maximum accrual hours.

J. On conversion to PTO accrued sick leave balance will carry forward to hours in a Sick Leave Reserve Account (SLRA). Hours from the SLRA can be used only in the following events:

  
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1. An employee's continuous absence due to personal illness or injury lasting four (4) consecutive work days or longer;
2. An employee's absence to care for his/her own serious medical condition, on an intermittent or continuous basis, as qualified by the Family and Medical Leave Act (FMLA).
3. An employee's absence to care for his/her family member's serious medical condition, on an intermittent or continuous basis, as qualified by the Family and Medical Leave Act (FMLA) provided that the employee has already exhausted all of his/her PTO and Vacation Leave.


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


K. An Employee upon retirement or resignation from the City Service in good standing with a minimum of twenty (20) years of continuous service shall be paid the cash value of one-half (1/2) of his or her accumulated sick leave reserve.

L. An Employee upon retirement or resignation in good standing from the City service with a minimum of two (2) years, but less than twenty (20) years, of continuous service shall be paid the cash value of one-quarter (1/4) of their accumulated unused sick leave reserve.

M. An Employee who is laid off by the City due to elimination of a City function or phase-out of a City operation, shall be paid the cash value of one-half (1/2) of their accumulated unused sick leave reserve.

N. Current accrued vacation leave will be placed in vacation reserve bank. The value of the vacation leave for purposes of payout will be calculated at the Employee's base rate of pay effective September 30, 2008. Vacation reserve time scheduled and used will be paid at the Employee's current rate of pay.

  
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O. Upon leaving the city's service in good standing, Employees shall be paid for unused vacation reserve leave.

P. The first full pay period in June 2010, employees may convert accrued, unused time from their Sick Leave Reserve Accounts (SLRA) at the value of one (1) hour for each one-quarter (1/4) hour of Paid Time Off (PTO), resulting in up to a maximum of forty (40) hours deposited into their Paid Time Off banks.

**ARTICLE 22. FAMILY MEDICAL LEAVE**

A. An Employee seeking FML must request leave in writing.


B. An Employee Family Medical Leave shall run concurrently with other leave.


C. An Employee must expend all accrued leave prior to requesting leave without pay.

D. The CITY may require an Employee who is returning to work following family medical leave taken for the Employee's own serious medical condition to submit to a fitness for duty evaluation conducted by a CITY appointed doctor. The evaluation shall be job-related, limited to the particular health condition that caused the Employee's need for leave, and shall be paid for by the CITY. The CITY shall not delay the return to work (provided the Employee has already provided his/her own doctor's certification of fitness) while the CITY'S evaluation is pending.

**ARTICLE 23. INSURANCE BENEFITS**

A. The City currently provides and/or makes available health insurance coverage, as well as insurance covering workers' compensation, long-term disability, and life insurance. It is recognized and agreed that the City may select any insurance carrier(s) in its sole and exclusive

  
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discretion as well as unilaterally changing the insurance carrier(s) including the right to adopt self-insurance funding. The City may also unilaterally change the scope and/or level of benefits, provided that it does so on a City-wide basis.

**ARTICLE 24. SAVINGS AND CREDIT UNION**


A. Employees are eligible to participate in the City's plan savings and credit union program as amended from time to time by the City Commission. The Union waives the right to bargain modifications to the program by the City.

**ARTICLE 25. DEFERRED COMPENSATION**

A. Employees are eligible to participate in the City's deferred compensation program as amended from time to time by the City Commission. The Union waives the right to bargain modifications to the program by the City.

**ARTICLE 26. EDUCATIONAL ASSISTANCE PROGRAM**

A. Employees are eligible to participate in the City's educational assistance program as amended from time to time by the City Commission. The Union waives the right to bargain modifications to the program by the City.

  
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**ARTICLE 27. TRAVEL REIMBURSEMENT**

A. Employees are eligible to participate in the City's travel reimbursement program as amended from time to time by the City Commission. The Union waives the right to bargain modifications to the program by the City.

**ARTICLE 28. WORKERS' COMPENSATION**

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

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


C. An Employee who is unable to perform his/her job duties for a period exceeding six (6) months is subject to layoff.

**ARTICLE 29. SENIORITY**

A. Seniority shall be defined as the total length of continuous service for the CITY. Seniority shall continue to accrue during all types of compensable leave, approved by the CITY.

B. Employees shall lose their seniority as a result of the following:

1. Termination.
2. Retirement.
3. Voluntary resignation.
4. Involuntary layoff exceeding twelve (12) months.
5. Unexcused absence for more than three (3) days.

  
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- 6. Failure to report to the Human Resources Director intention of returning to work, within five (5) days of receipt of recall, as verified by certified mail, return receipt.
- 7. Failure to report from military leave within the time limits prescribed by law.
- 8. Failure to return from an authorized leave of absence upon the expiration of such leave.


**ARTICLE 30. VEHICLES AND EQUIPMENT**

- A. In the event an Employee (if authorized and directed in advance) uses his own automobile for the performance of official duties on behalf of the CITY, the Employee will be compensated at the rate established by the IRS.
- B. Any Employee who abuses assigned vehicles(s) or equipment shall be subject to disciplinary action up to and including discharge.

**ARTICLE 31. UNIFORMS AND SAFETY SHOES**

- A. The City agrees to supply safety gear and uniforms to Employees required to wear them and in accordance with the City's safety and uniform policies. Employees are forbidden to wear City uniforms during activities other than those directly related to their jobs.
- B. The City agrees to repair or replace those items that it provides when repair or replacement is deemed necessary by the Department Director, or designee, in their sole discretion, Members are responsible for the care, maintenance, alterations, and cleaning of uniforms to ensure proper fit and appearance.

  
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C. Safety gear will be replaced when no longer functional.

D. The City and Departmental Supervisor shall approve the purchase of ANSI safety shoes and pay an Employee required to wear the safety shoe \$125.00 per annum, the first pay period in January, for those workers that work in the following bargaining unit positions:

- Code Enforcement Officer I
- Code Enforcement Officer II
- Field Service Technician
- Building Inspector
- Support Service Coordinator (Fire)

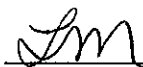
E. Uniforms are City property and must be returned to the City at separation.

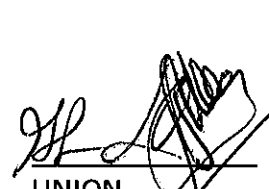
**ARTICLE 32. LEGAL BENEFITS**

A. The CITY will provide legal defense for Employees against civil damage suits where the Employee is named as a party and the lawsuit seeks damages based upon the alleged negligence of the Employee while acting within the scope of his or her employment. The CITY will indemnify all Employees against any judgments levied against them as a result of their actions when said actions are within the scope of their employment.

**ARTICLE 33. DRUG AND ALCOHOL TESTING**

A. Bargaining unit members are subject to and agree to abide by the City's Drug Free Work Place Policy, as amended from time to time.

  
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**ARTICLE 34. HOLIDAYS**

A. The following shall be considered paid holidays with regular, full-time Employees covered by this Agreement receiving compensation at their regular rate of pay for eight (8) hours:

New Year's Day

Veteran's Day

Martin Luther King's Birthday

Thanksgiving

President's Day

Day after Thanksgiving

Christmas


Memorial Day

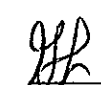

Fourth of July

Labor Day

B. Employees required to work on any of the above listed holidays shall be paid 8 hours holiday pay plus one and one-half (1½) times their regular base rate for the actual hours worked.

C. Employees must work or be on approved leave the day before and day after the holiday in order to be paid for the holiday. An employee who uses unscheduled leave on the scheduled day before or the scheduled day after a holiday will not be paid for the holiday unless a doctor's note is submitted indicating the employee was unable to work on the date of absence.

  
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D. During the term of this Agreement, the foregoing listed holidays can be designated furlough days if the City Commission adopts a resolution. In such case, the employee will be granted the day off without pay.

**ARTICLE 35. BEREAVEMENT LEAVE**

A. Bereavement leave shall be granted in accordance with the City's bereavement leave policy.

**ARTICLE 36. COURT APPEARANCES**


A. Any member required to attend a judicial matter arising from the performance of his/her duty shall be compensated for said services as follows:



Attendance while on or off duty: Employee will receive his or her regular pay and all hours in attendance count as hours actually worked.

Members who are required to attend a judicial matter arising from performance of his/her duties shall give notice to their supervisor and the City Attorney. Rescheduling may be requested and coordinated by the City.

In order for the Employee to receive their regular pay for such leave the Employee must deposit the money which he/she receives for jury duty or as a witness with the City Finance Department for those days that coincide with his/her regular work schedule, unless otherwise provided by law. Employees can only keep travel expense monies.

An employee who is subpoenaed as a witness in a case unrelated to City business or who wishes to appear voluntarily in such a case may take available and applicable leave in order to receive his or her regular pay.

  
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**ARTICLE 37. LIGHT DUTY**

A. Light Duty may be available, at the sole discretion of the City when:

The Employee has suffered a work related injury is injured at work and,

The injuries prohibit them from performing their regular assignments and,

There is light duty work available and,

The City has determined that the Employee is able to perform the work without risk of further injury.

The City is under no obligation to create light duty work.


If there is no light duty work available the Employee will remain on leave status until he/she has a full release to return to work from his/her doctor.


**ARTICLE 38. PREVAILING RIGHTS**

A. No past practice which is monetary in nature, except those expressly set forth in this Agreement, shall survive the ratification of this Agreement.

**ARTICLE 39. SEVERABILITY CLAUSE**

A. If any non-monetary provision of this agreement shall be held invalid, the remainder of this agreement shall not be affected thereby. In the event a monetary provision of this agreement is held invalid, the parties, at the request of either party, shall meet as soon as practicable and reopen negotiations of the monetary provisions of this agreement.

  
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**ARTICLE 40. MODIFICATION OF WORK RULES**

A. Changes to City or Departmental rules and regulations may be made by the City following thirty (30) days written notification to the Union. Failure of AFSCME to request negotiations within fourteen (14) calendar days of the notice will be a waiver of its rights to negotiate concerning the effect or impact, if any, of the proposed change.

**ARTICLE 41. PRODUCTIVITY**

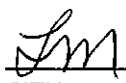
A. UNION recognizes that the citizens of City of Oakland Park are entitled to receive services at the highest possible level subject to budget limitations. Therefore, UNION pledges that it will actively promote and encourage Employees to increase their productivity and raise their levels of service in order to provide and maintain the delivery of services at the highest possible level.


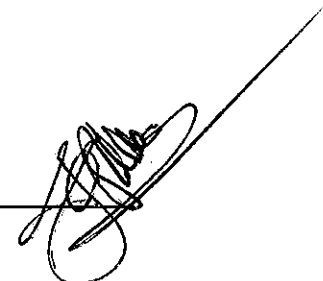
**ARTICLE 42. OFF-DUTY EMPLOYMENT**

A. An Employee shall fully disclose all off-duty employment by completion of a form provided by the City.

B. Off duty employment is prohibited if the off-duty employment interferes with the performance of the Employee’s duties for the CITY of City of Oakland Park or creates a conflict of interest with the Employee’s work for the City or the mission of the City.

C. Off-duty employment shall not be performed or monitored during the Employee’s CITY workday; may not involve use of CITY equipment, property, or supplies; or otherwise infringe on his or her ability to perform their job with the CITY in a satisfactory manner.

  
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D. Employees may not wear City uniforms or insignia while engaged in off duty employment.

**ARTICLE 43. POLITICAL ACTIVITY AND VOTING**

A. Employees may engage in off duty political activities so long as these activities do not take place during the Employee's working hours on CITY property, or in such a manner as would interfere with the Employee's duties during the Employee's official hours of work.

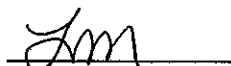
B. Employees shall not engage in political lobbying while in CITY uniforms or when wearing CITY insignia.

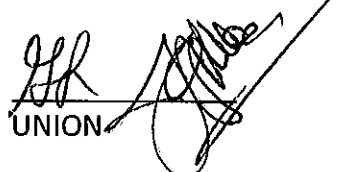
**ARTICLE 44. UNAUTHORIZED ABSENCE**

A. A Bargaining Unit Member who is absent from work without authorized leave for a period of more than three (3) days shall be deemed to have abandoned his or her job and shall be separated from employment with the City. Separation of this type shall not be considered a disciplinary separation.

**ARTICLE 45. EMERGENCIES**

A. It is understood and agreed by the City and AFSCME that part of the City's mission and basic responsibility is to render effective customer service especially in time of emergencies. Towards that end, City Departments are charged and imbued with the power and authority to effect whatever service work assignments and schedules are necessary to carry out their mission involving the above. Therefore, when due to conditions beyond the control of the City, and either the City Manager or his designee, declares an emergency, each employee agrees to

  
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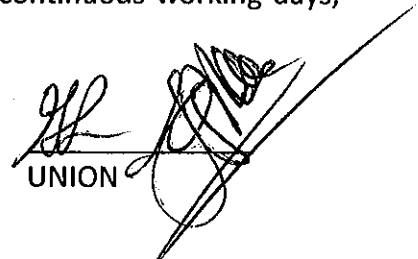
accept any assignments designated by the City. In emergency situations, bargaining unit employees shall be compensated as follows:

1. An employee regularly scheduled to work during the declared emergency who is directed by the City not to report to work or to go home prior to the completion of their normal work shift will suffer no loss of pay for a maximum of sixteen (16) hours of his/her regularly scheduled shifts.
2. Once a declared emergency is in effect and City Hall is officially closed, the essential people shall be paid the rest of their remaining shift or shifts up to a maximum of sixteen (16) hours. In addition they would be paid all hours actually worked at their prevailing straight time hourly rate of pay.
3. Any employee who is on pre-approved Paid Time Off (PTO) before the declared emergency is not affected by this section unless the employee's leave was cancelled.
4. All bargaining unit employees may be determined to be essential and shall report for work as directed, ordered, called, sent for or assigned by the City to work during the declared emergency. If the emergency warrants, the City may go to alternate scheduling to best suit the needs of the situation.

**ARTICLE 46. WORKING OUT OF CLASSIFICATION**

A. Whenever an employee is assigned to perform the job duties and responsibilities of a higher graded position for any period of time of more than five (5) continuous working days,

  
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that employee shall receive five percent (5%) above their regular rate of pay for every hour worked in that higher grade.

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

**ARTICLE 47. COLLATERAL DOCUMENTS**


A. This Collective Bargaining Agreement does not exist in a void. Provisions of the City's Administrative Rules, Departmental Rules, and other policies established by resolution or ordinance (collectively referred to as collateral documents) are applicable to bargaining unit employees unless the terms of said collateral documents conflict with the terms of this Agreement, in which case the terms of this Agreement shall control.

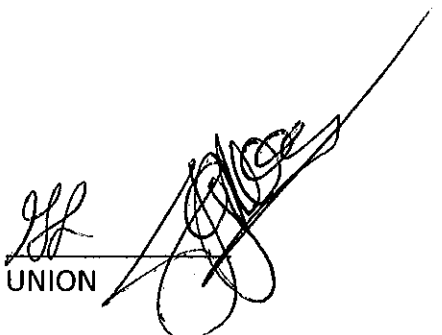
B. Nothing herein shall be interpreted to preclude the right of the Union to impact bargain, subject to applicable law.

**ARTICLE 48. CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES**

A. Except as specifically provided herein, neither party hereto shall be permitted to reopen or renegotiate this Agreement or any part of this Agreement. This Agreement contains the entire agreement of the parties on all matters that have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

**ARTICLE 49. TERM OF AGREEMENT**

  
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A. This Agreement shall be from the date of ratification by both parties and shall remain in full force and effect to the 30<sup>th</sup> day of September 2012.

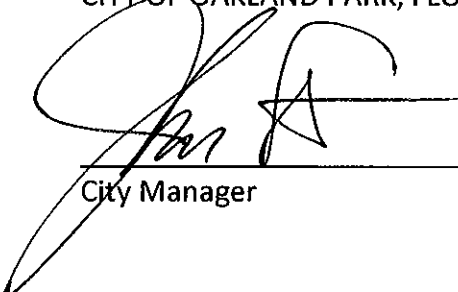
B. No base wage increase shall be implemented for Bargaining Unit Employees beyond September 30, 2012 except as provided in a subsequent collective bargaining agreement or other interim document ratified with the same formalities as this Agreement.

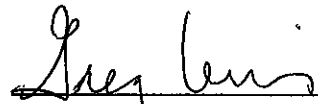
C. The CITY and the UNION agree to commence bargaining for a successor agreement following written request of either party.

**SIGNATURE AND RATIFICATION**

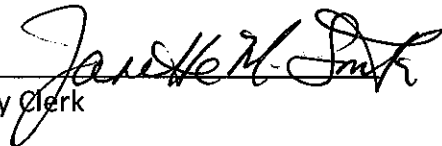
CITY OF OAKLAND PARK, FLORIDA

FLORIDA PUBLIC EMPLOYEES COUNCIL 79,  
AFSCME, LOCAL 2526

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
President

**ATTEST:**

  
\_\_\_\_\_  
City Clerk

Ratified by the Collective Bargaining Unit On:


5-17-2010


Ratified by the City Commission On:

5-19-2010

City Resolution No.

R.2010.082

  
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