

AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA
AND
PROFESSIONAL MANAGERS AND
SUPERVISORS ASSOCIATION

CONTRACT EFFECTIVE AUGUST 15, 2018
THROUGH AUGUST 14, 2021

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ARTICLE 1: PREAMBLE

This Agreement is entered into by the City of Riviera Beach, Florida, hereinafter referred to as the “City” and the Professional Managers and Supervisors Association (PMSA), a division of: FPD/NUHHCE, AFSCME, AFL-CIO, hereinafter referred to as the “Association”.

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the City of Riviera Beach in its capacity as an Employer, the Employees, the Association and citizens of the City of Riviera Beach.

The parties recognize that the best interest of the community and the job security of the employees of the City depend upon the Parties success in establishing and maintaining, effective, proper, and superior service to the community.

The parties will make every effort to provide written summaries for each other’s benefit after bargaining sessions. The parties recognize that there are circumstances in which written summaries are not practical or warranted, but recognize the importance of communication.

ARTICLE 2: RECOGNITION

The City hereby recognizes the Professional Managers and Supervisors Association (PMSA), a division of: FPD/NUHHCE, AFSCME, AFL-CIO, as the exclusive bargaining agent for those employees in Riviera Beach in the departments and classifications listed in the Florida Public Employees Relations Commission Certification of Representatives issued in Case No.: EL-2008-028, for the purpose of collective bargaining in good faith on wages, fringe benefits, other terms and conditions of employment affecting ASSOCIATION bargaining unit members, and execution of a written agreement with respect to agreements concerning the terms and conditions of employment.

All references in this Agreement to employees shall be construed to include both male and female employees.

ARTICLE 3: DUES CHECK-OFF

Section 1: Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Association dues and/or deducting for contributions to the Committee on Political Education (COPE). Request for same must be on a prescribed form. No authorization shall be allowed for payment of initiation fees, special assessments, fines, penalties, or delinquent dues, except for Association dues and COPE.

Section 2: The Association will notify the City as to the amount of dues. This notice must state the weekly amount in dollars and cents for each individual member. Such notification will be certified to the City in writing over the signature of an authorized officer of the Association at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the City and shall be done at least thirty (30) calendar days in advance of the effective date of such change. Upon Association request, the City Human Resources Department will provide name, base pay, longevity, home address, phone number, and classification on each bargaining unit member. The list will not be used for the purpose of retroactivity.

Section 3: Dues will be deducted weekly (each applicable pay period) and the funds deducted shall be remitted monthly to Association within fifteen (15) days. The Association will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by other reason of action taken or not taken by the City on account of payroll deductions of Association dues. The Association agrees that in case of overpayment, proper adjustment, if any, will be made to the affected employee by the Association.

Section 4: The Dues Authorization Form shall be that form as shown in Appendix A.

ARTICLE 4: NON DISCRIMINATION

Section 1: The City and the Association shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor associations or labor organizations, or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid protection.

Section 2: The Association and the City may agree to consult on issues of discrimination on sexual harassment with the Human Resources Director or designee. However, the City has no obligation to notify or involve the union in such investigations once a complaint is made or the City otherwise becomes aware of a possible violation of its policies against harassment or discrimination. All parties shall be bound by applicable privileges and state law related to disclosure of any investigation.

Section 3: Employees shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Riviera Beach Policies and Procedures and Rules and Regulations, and all applicable statutes.

ARTICLE 5: ASSOCIATION RIGHTS

Section 1: The membership of the Association shall be represented by the Executive Director of the Association or by a person or persons designated in writing to the City Manager by the Executive Director of the Association. The identification of representatives shall be made each year prior to April 1st. The Executive Director of the Association, or the person or persons designated by the said Executive Director, shall have full authority to conclude a collective bargaining agreement on behalf of the Association subject to the majority vote of those employees voting on the question of ratification. It is understood that the Association representative or representatives are the official spokesperson of the Association for the purpose of negotiating with the City. Such negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Association shall be deemed unauthorized and shall have no right or authority in committing or in any way obligating the Association. It shall be the responsibility of the Association to notify the City Manager in writing of any changes in the designations of the Executive Director of the Association or of any certified representative of the Association.

Section 2: The Association, as representative of the employees in the bargaining unit covered by this Agreement, shall have the right to present its views to management on matters of concern either orally or in writing.

Section 3: The City agrees to recognize the officers and coordinators designated by the Association as agents of the Associations. The Association shall furnish written notice to the City Manager's office of such Association office or coordinators prior to it becoming effective. The City recognizes the right of the Association to designate one (1) Primary Coordinator and two (2) Alternate Coordinators from among the regular full time unit employees.

Section 4: Consistent with applicable law, officials of the Association “with proper identification” and/or coordinator designated by the Association may meet with bargaining unit employees on the City property during non-working times (lunch, official breaks, and before and after working hours) in non-working areas. The meeting shall occur in areas designated by the appropriate department.

Section 5: Stewards shall be allowed reasonable time-off without loss of pay during their regular shift hours for investigating grievances; however, each will first obtain oral permission from the employee’s immediate supervisor or in the supervisor’s absence, the next level of supervision. Permission will not be unduly withheld by the supervisor.

Section 6: The Association, its members, agents, representatives, or any person acting on its behalf may (1) distribute literature in non-working areas, solicit and advocate support of an employee organization during non-working time. Any employee shown to have violated any provision of this section may be discharged or otherwise disciplined by the City notwithstanding further provisions of the laws and notwithstanding provisions of any collective bargaining agreement.

Section 7: The Association Coordinator or other designated bargaining unit member may be granted leave without pay for attendance at association conferences, training sessions or other related association business.

Section 8: Effective upon ratification by the parties, a member of the bargaining unit shall voluntarily transfer one (1) hour for annual leave time per fiscal year into an Association Time Pool so that City Association representatives may remain in a paid status while on approved Association leave. One (1) hour will be deducted from the said volunteer member’s accrued annual leave in the second pay period of October based upon written authorization by the employee. All authorization forms must be submitted collectively by the Association to the City in the first week of October. Leave shall be granted in order to attend Association conferences, training sessions, or other related Association business. The Department Director may approve leave time in advance. Pool time shall not be unduly withheld. All requests for the use of the Association time pool shall be submitted

through and include authorization from the Association Executive Director if the absence is to be covered by payments from the Association time pool. Charges against the Association time pool shall be documented by the use of an Association time pool authorization form to be completed for each request. At a minimum, the form will identify the name of the user, the number of hours requested, employee's current hourly rate, the purpose of the request, and the signatures of the employee, department director or designee and the Association Executive Director. A record of all time donated and drawn against the Association time pool shall be kept by the Department Director or designee and Association Executive Director and a detailed summary will be submitted on October 1st and April 1st of each fiscal year to the Human Resources Department.

Section 9: Consistent with the accomplishment of the City's Mission, an officer or member of the Association may be granted extended periods of leave to engage in legitimate activities of Association. Such leave shall be arranged through and approved by the Association Executive Director and Department Director. The City agrees to pay an employee from the amount of hours in the time pool at the employee's current daily rate for all time lost upon receipt of Association time pool authorization form.

Section 10:

(A) The Association shall be provided bulletin board space in each department on an existing bulletin board at location designated by the City for the purpose of posting Association literature. Association bulletin board may be used to communicate with and inform unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of Association members. Notices posted on these bulletin boards shall not contain anything political about the City or any of its officers or employees nor shall any posted materials violate or have the effect of violating the City's rules and regulations.

(B) Information posted must be dated and bear the signature of the Association's authorized representative and must be removed within thirty (30) days by the Association. All costs incident to preparing and posting of Association materials will be borne by the Association.

**ARTICLE 6: EMPLOYEE, MANAGEMENT AND ASSOCIATION
COMMUNICATIONS**

Section 1: Any proposed changes to Personnel Policies and Procedures that affect the bargaining unit member, will be sent to the Association.

Section 2:

(A) The Association and Management shall meet and consult on a semi-annual basis. Such meetings shall be held at a time and place mutually agreed to by the City and the Association.

(B) The purpose of all consultation meetings shall be to discuss matters relating to administration of this Agreement and any activity which affects unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.

(C) Any decision(s) reached through consultation meetings shall be reduced to writing.

ARTICLE 7: EMPLOYEE RIGHTS

Section 1: Employees covered by this Agreement shall have the protection of all other rights to which they are entitled by rules, and regulations or policies of the City not altered or amended by this Agreement; however, nothing in this section restricts or limits the City's rights under Article 8 to modify such policies or rules and regulations. The Association will be notified of any such changes. The Association retains its right to demand bargaining on the impacts of such changes on the terms and conditions of employment.

Section 2: An employee off-the-job conduct shall not result in disciplinary action unless the conduct is unlawful or improper and/or would tend to affect the employee's relationship to the employee's job, fellow workers, reputation or goodwill in the community.

Section 3: Employee participation in charitable drives is voluntary.

Section 4: An employee will not be required to perform a duty that will endanger the employee or others; however, absent exigent circumstances, the employee shall obey the orders of a supervisor.

Section 5: No employee shall have discipline taken against him based solely on anonymous source without an investigation to substantiate the discipline.

Section 6: Upon request, each employee shall be provided a copy of the current job description. An employee's performance when working outside of the job classification shall not be used negatively for the purposes of the employee's evaluation.

Section 7: Nepotism policies as outlined in the Code of Ordinances shall be uniformly administered throughout the bargaining unit.

Section 8: The City will pay for or reimburse for all mandatory continuing education (training), recertification, and renewal of licenses required for the position held.

Section 9: Employees shall receive compensation for City declared emergencies consistent with current City Disaster Policy.

ARTICLE 8: MANAGEMENT RIGHTS

Section 1: The Association recognizes the prerogative of the City to operate and manage its affairs in all respects; in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement, are retained by the City. Management officials of the City retain the right, in accordance with applicable laws, regulations, and provisions of the Civil Service System, but are not limited to the following:

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- a. To manage, direct, plan, control and determine services to be conducted by the employees of the City.
- b. To classify, evaluate, hire, promote, transfer, schedule, assign, and retain employees' positions of the City.
- c. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- d. To relieve employees from duty because of lack of work, funds, or other legitimate reasons.
- e. To maintain the efficiency of the operations of the City.
- f. To determine the methods, means, and personnel by which such operations are to be conducted.
- g. To determine the organization of the City Government.
- h. To determine the number of employees to be employed by the City.
- i. To determine the number, types and grades of positions of employees assigned to an organization unit, department, or project.
- j. To determine internal security practices.
- k. To determine those matters covered by the Civil Service System. However, no such matters shall usurp the terms and conditions of employees covered by and through this Agreement.

- l. To implement the missions and policies as set forth by the City.
- m. To introduce new or improved methods, equipment or facilities.
- n. To make, publish and enforce rules and regulations that do not alter or amend the wages, hours, terms and conditions of employment of bargaining unit employees covered by and through this Agreement.

Section 2: The City Council has sole authority to determine the purpose and mission of the City and all its employees and the amount of the budget to be adopted, and shall not in any way, directly or indirectly be subject to the grievance procedure or arbitration; such foregoing is restricted to this Section.

Section 3: If, in the sole discretion of the City Council, it is determined that Civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4: It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; and employees, at the discretion of the City, may be required to perform duties not within their job description in accordance with the provisions within this Agreement.

Section 5: If a supervisor is assigned duties outside of their normal job duties, such employees shall be trained and qualified for such duties and shall be compensated consistent with this agreement for the assumption of such duties.

ARTICLE 9: ENTIRE AGREEMENT

Section 1: This Agreement upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term unless otherwise expressly provided herein.

Section 2: The parties acknowledge that during negotiations, which resulted in this Agreement, each had the right to and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, it is agreed that this contract represents the complete collective bargaining and full agreement by the parties with respect to wages, hours, and other terms and conditions of employment which shall prevail during the term hereof.

ARTICLE 10: GRIEVANCE PROCEDURE

Section 1: It shall be the policy of the City of Riviera Beach, Florida, to provide a procedure for the presentation and resolution of grievances or misunderstandings which may arise from the application or interpretation of this Agreement between eligible employees and their supervisor, and to assure employees that their problems and complaints will be considered fairly, honestly, and without reprisal.

Section 2: The primary purpose of the grievance procedure is to determine what is right rather than who is right. Free discussion between employees and supervisors will lead to a better understanding by both of the practices, policies, and procedures which affect employment. It will also serve to identify and help eliminate conditions which may or conceivably have caused misunderstandings and grievances. The purpose is defeated if a spirit of conflict enters into the consideration of a grievance. Supervisors and employees alike must realize and recognize the true purpose of a grievance procedure if such procedure is to have value in promoting the well-being of the City Service.

Section 3: A grievance is defined as a complaint arising out of an alleged violation concerning the application, interpretation, or compliance with the provisions of this Agreement. Employees eligible to file a grievance include all newly hired bargaining unit employees who have completed their probationary period and bargaining unit employees who are promoted to another position within the bargaining unit, even if the promotional probationary period has not been completed. Newly hired bargaining unit employees who are within their probationary period are not eligible to file a grievance or use the grievance procedure.

Section 4: No employee or group of employees may refuse to follow directions pending the outcome of a grievance. Employees in the bargaining unit will follow all written and verbal directions, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. For the purposes of this article, the term "business days" shall mean employee's workday Monday through Friday, exclusive of Saturday,

Sunday, and holidays recognized by this Agreement. Moreover, the filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance.

Section 5: Grievance discussions in the various steps will be conducted during regular business hours. The employee and the steward may request time to appeal a grievance to a higher step. The grievant and stewards shall suffer no loss of pay or benefits in processing grievances through the various steps. Their immediate supervisor will grant the opportunity so long as it does not interfere with work operations.

Section 6: Grievance time limits shall be strictly observed; however, they may be extended for good and sufficient reason by mutual agreement of the Association and Management. The date of disposition shall be the dates in which the immediate supervisor or other management official delivers the disposition to the Association or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail. All grievance statements of appeal and answers after STEP 1 must be in writing. Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of the last answer by Management. Failure of the City or its representatives to observe time limits for any step of the grievance procedure shall entitle the Association or grievant, whichever is appropriate to proceed to the next step in the grievance procedure. An employee will not be allowed to proceed to arbitration without the Association unless the Association refuses to represent the grievant solely due to the grievant's lack of membership in the Association. The Association must notify the grievant and City of its refusal for this reason.

Section 7: The commencing of a legal proceeding against the City in a court or equity or before the Public Employees Relations Commission, or any other administrative agency, by an employee or the Association, for misapplication or misinterpretation of the terms of this Agreement, is deemed an election of remedy and shall be deemed a waiver by said employee or the Association of its/their right to resort to the grievance and arbitration procedure contained in this Agreement.

Section 8: Withdrawal of Grievance. A grievance may be withdrawn by the aggrieved employee at any time and at any step of this procedure, and may not be resubmitted at a later date.

Section 9: Association Grievance and Appeal Procedure/Steps.

Step 1: Within five (5) business days of the incident, an employee or the Association during regular business hours may initiate a written grievance with the employee's supervisor involved in the grievance and verbally discuss the grievance with the employee's supervisor. Either party may have the Association Steward present if they desire. The discussion will include the substances of the grievance, a description of the action requested, the basis for the request, and the specific provision or provisions of this Agreement which have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied and not eligible to advance through the steps of the grievance procedure, including arbitration. Within five (5) business days, the supervisor will provide written notification to the employee of the supervisor's decision.

Step 2: If the grievance is not resolved in Step 1 within five (5) business days, the employee or Association, whichever is appropriate, may appeal to Step 2 by submitting his complaint or grievance in writing to the Department Director on a form mutually agreed to by the parties. The Department Director will investigate the alleged grievance and if necessary, will conduct a meeting with the aggrieved employee, the Association Steward and the initial supervisor involved. Within five (5) business days of the Department Director's receipt of the written grievance, the Department Director will give an answer in writing. Information regarding resolved grievances during Step 1 or Step 2 will be forwarded to the Director of Human Resources for filing.

Step 3: If the grievance is not resolved at the Department Director's level, the Association may appeal within five (5) business days, and in writing to the Director of Human Resources. Within ten (10) business days of receipt of said written grievance appeal, the Director of Human Resources will answer in writing to the grievance and return a copy of the findings to the employee and the Association.

Step 4: If the grievance is not resolved at the Human Resources Department level, the Association may appeal within five (5) business days, and in writing to the City Manager's office. Within ten (10) business days of receipt of said written grievance appeal, the City Manager has the discretion to meet with the grievant, the Association Steward, International or State representatives, and departmental management to discuss and seek a solution to the grievance. The City Manager within ten (10) business days of first receipt of grievance will answer in writing to the grievance and return a copy of the findings to the employee and the Association.

Step 5: In the event that a grievance or dispute relating to the meaning of an application or interpretation or compliance with the provisions of this Agreement is not settled under the foregoing steps of the grievance procedure, such dispute may be referred by either party to an impartial Arbitrator to be appointed by mutual agreement of the parties. However, if the City Manager does not agree that the matter is arbitrable, notification shall be to the Association of such, within ten (10) business days of receipt of the Association's request to proceed to arbitration. The parties agree that in such an instance, the arbitrator selected to hear the grievance will first consider the question of arbitrability of the grievance.

If there is no objection by either party to the Arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance is arbitrable, the parties shall proceed immediately (the same day as the Arbitrability hearing and before the same arbitrator) to arbitrate the grievance.

In case the City and the Association are unable to agree upon the impartial Arbitrator within fifteen (15) business days after the conclusion of Step 4, then on application of either party, petition may be made to the Federal Mediation and Conciliation Service in Washington, DC, to supply the parties a panel of arbitrators.

The parties will select an arbitrator from the panel by alternately striking names from the panel. The remaining arbitrator shall be designated to hear the unsettled grievance.

Any impartial arbitrator designated hereunder, to whom any grievance or dispute shall be submitted shall have the jurisdiction and the authority to apply and interpret the

provisions of this Agreement in so far as may be necessary to the determination of such grievance. The arbitrator shall not have jurisdiction or authority to alter or change in any way the provisions of this agreement. The decision of the arbitrator on any matter within the arbitrator's jurisdiction shall be final and binding on the Association, the City, and the employees covered by the agreement. The expenses and fees of the arbitrator shall be paid by both parties equally.

Section 10: All eligible employees shall have the right of appeal, either through the negotiated grievance procedure contained herein, or the City Civil Service Appeal procedure, but not both, provided the matter is grievable under this contract. Further, an employee that desires to file a grievance must indicate in writing his preference as to appeals procedures.

ARTICLE 11: PERSONNEL FILES

Section 1: The employee's Human Resources file, worker's compensation and medical files are housed in the Human Resources Department. The Internal Affairs files are located in the Police Department. Upon the appropriate request of the employee, the employee shall be permitted to review the file(s). The employee's request cannot be unreasonably denied.

An employee shall have the right to provide a written response to any information the employee feels may be derogatory to an employee's conduct, service, character or personality and the response will be attached to the file(s). Any such response must be delivered to the Human Resources Department within 10 business days from the date the employee was made aware of such information.

Section 2: The employee shall be permitted to reproduce any material in the file. The City may charge a fee for reproduction in accordance with the applicable law.

Section 3: Management must meet with an employee concerning possible violation of infraction and if a decision is made to discipline, the decision must be reduced to writing within ninety (90) days of the decision to discipline. The time limit may be extended by mutual consent of the parties; however, neither party may unreasonably withhold consent from the other.

If a violation for which the employee is disciplined is not repeated within two (2) years, the violation will not be used to support or aggregate a future disciplinary action.

ARTICLE 12: DISCIPLINARY ACTION

Section 1: This Article covers actions involving suspensions with or without pay, dismissal, demotions, or reductions in pay or grade with prejudice.

Section 2: When management meets with an employee concerning possible violation or an infraction, the employee will be advised to notify the Association of the meeting so that Association may attend the meeting.

Section 3: The grievance/arbitration procedure may be utilized for suspensions with or without pay, demotions, reduction in pay or grade and termination.

ARTICLE 13: DISMISSAL/DEMOTION/SUSPENSION

Where alleged “just cause” warrants discipline, management may make a decision to demote, suspend or dismiss an employee; however, the decision may be subject to the grievance/arbitration procedure. Under normal circumstances, depending on severity, progressive discipline will be administered as follows:

1. Verbal warning (written notation to be placed in Personnel File with Human Resources)
2. Written warning (filed in Personnel File with Human Resources)
3. Suspension without pay
4. Dismissal

Suspension with or without pay shall be utilized for the purpose of any investigatory procedure or pending investigation.

ARTICLE 14: SENIORITY AND LAYOFF

Section 1: City Seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave, except leave without pay for more than thirty (30) calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leave without pay for periods of less than thirty (30) days, or for leaves without pay for more than thirty (30) calendar days due to FML, military leave not in excess of five (5) years, or an ADA accommodation, shall not cause the City seniority date to be adjusted.

City seniority shall be used for the purpose of computing vacations, service awards, and other matters based on length of service.

Section 2: Classification seniority shall be understood to mean length of time in the classification. After successful completion of the probation period, length of time in classification reverts to the date of entry, transfer, or promotion to the present classification. Seniority will continue to accrue during all types of leave except for leave without pay of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leave of absence without pay for periods of less than thirty (30) calendar days, or for leaves without pay for more than thirty (30) calendar days due to FML, military leave not in excess of five (5) years, or an ADA accommodation, shall not cause the classification seniority date to be adjusted. Classification seniority shall be used in conjunction with job classification for the purpose of lay-off and consideration for promotion.

Section 3: All newly hired employees shall be placed on probation for the first one hundred eighty (180) days in the classification. Promoted employees shall serve a probationary period of ninety (90) days.

Section 4: Employees shall lose their seniority as a result of the following:

- a. Voluntary termination;
- b. Retirement;
- c. Termination for just cause;

- d. Lay-off exceeding one (1) year;
- e. Failure to report to the Department Head intention of returning to work within seven (7) days of the return receipt verification in cases of recall; or
- f. Failure to return from Military Leave within the time limits prescribed by law.

Section 5: In the event of a lay-off, the City of Riviera Beach will notify the employees and the Association, whenever possible, fifteen (15) days prior to the effective date of the lay-off. A copy of the lay-off notice along with the up-to-date Classification Seniority List will be sent to the Association.

- a. Classification Seniority shall apply in lay-offs and promotions within the Classifications on a City-wide basis as follows. If an employee is displaced due to Classification Seniority during a lay-off, an employee may exercise their City seniority to secure a job for which they are qualified within the bargaining unit of the Association to a position with the same title or to a position for which the employee previously held at the City within the past four (4) years on a City-wide basis.

When an employee moves into a classification that they never held through a reduction-in-force, the employee becomes the junior employee in the new classification.

When an employee moves into a previously held classification through a reduction in force, the employee reverts to classification seniority.

An employee who is displaced through a reduction in force, who moves into a lower paid position with the City shall suffer no loss of pay, but shall have their pay red circled and shall receive no increases (except across the board cost of living or general wage increases) until such time as increases to the lower pay scale causes the employee to receive a wage increase.

- a. Under this Agreement, when reduction-in force is necessary, probationary employees, part-time employees and temporary employees in the affected job classification will be laid off first and shall be recalled only after all

regular employees in the affected job classification have been recalled. Probationary employees within a classification will be first laid off and regular employees in that classification who may be subject to lay-off may displace a probationary employee in any other classification, provided the senior employee is capable of performing the work of the probationary employee whom the employee is replacing.

- b. In the case of a reduction-in-force in a department, a higher classification employee with higher classification seniority may, at the employee's own option and if qualified, replace an employee with less classification seniority at the lower classification salary schedule.
- c. An employee in this bargaining unit cannot exercise seniority unless employee is displaced or a vacancy exists as outlined in this Agreement.

Section 6: Employees in lay-off status will retain recall rights for one (1) year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employee's records. Within seven (7) work days of the certified receipt date, recalled employees must signify their intention of returning to work to the Department of Human Resources.

- a. Recall will be offered to laid off employees provided they are physically qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.
- b. When employees are recalled from layoff because of an increase in order, the employees with the greatest classification seniority shall be recalled in the reverse order they were laid off.

**ARTICLE 15: VACANCIES/PROMOTIONS/ASSIGNMENTS ABOVE
GRADE/TRANSFERS**

Section 1: Notice of a vacancy in an existing position, promotion position or in a newly created position shall be posted at places accessible to employees City-wide for a period of seven (7) business days. Such notice will set forth the title of the position to be filled, hours of work, and rate of pay. Both the City and the Association recognize and encourage the promotion of the City employees to existing vacancies.

Applicants and employees (including probationary employees except in promotional opportunities), desiring to fill such a vacancy shall apply in writing by completing an application or submitting a resume to the Department of Human Resources. If the position requires a Civil Service examination, the applicant will take the examination at the prescribed time and place. The position will then be filled as prescribed in Sections 2-133 through 2-135 of the City Code of Ordinances. If the position does not require a Civil Service Examination, the City shall select the best qualified applicant. The City shall consider seniority, work experience, work history, qualifications, education, prior disciplinary actions within the past five (5) years, certifications, communication skills, years of supervisory experience, attendance, recorded or written record of customer service, safety record and other job-related knowledge, skills or abilities.

In the event a vacancy occurs in a department where an employee once held the vacant position, but due to a reduction-in-force was obligated to take a job in the department at a lower classification, the employee will be placed on the re-employment list and provide re-instatement to the previous position in accord with Sections 2-134 and 2-135; but the re-employment list will not combine with any other list, if applicable, for a period of 12 months from the date of personnel action. Only classified employees will have an elective appeal rights under the Civil Service; however, if the employee elects to appeal to the Civil Service Board, the employee will not have a right of appeal under Article 10.

Section 2: If a PMSA member is assigned duties outside of their normal job duties, such employees shall be trained and qualified for such duties and shall be compensated

consistent with this Agreement for the assumption of such duties. Accordingly, Employees assigned to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher pay rate beginning on the first day of work in the higher job classification for the length of the assignment. Assignments to work outside the job classification in a higher pay rate for less than three (3) days in a work week or consecutive work days shall not receive any temporary adjustment in the pay rate. This Article 15, Section 2 should be read and interpreted with Article 27, Section 4.

Section 3: Involuntary demotion of a regular employee may be initiated by the department head when such employee's work is unsatisfactory or infraction of workplace rules, procedures and practices.

Section 4: A regular employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary. An employee who voluntarily requests a demotion to a position class with a lower classification shall receive the pay of the new position class and Management may consider years of service for the respective employee in setting the initial rate of pay.

Section 5: The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing; a copy of such writing to be given to the employee affected before the demotion shall become effective.

Section 6: In the event an employee receives a promotion, the employee has the right within the first 90 days of said promotion to voluntarily demote himself or herself to the employee's previous position. Said voluntary promotion can only occur if the employee's previous position is vacant or filled by another employee on an interim basis. If the employee's previous position has been filled on a permanent basis, this section is null and void. Any employee wishing to exercise this provision of the Agreement must submit the request in writing to the Department Director and Human Resources. The written request must contain a written explanation detailing the employee's reason(s) for self-demotion.

The Department Director and Human Resources will evaluate the request based on this section and inform the employee whether or not the request can be accommodated.

ARTICLE 16: CONTRACTING OUT

Prior to a final decision to contract out bargaining unit work by the City Council, the parties will meet and discuss the issues (impact bargaining); however nothing within this Article precludes the City from implementing the decision to contract out the work.

ARTICLE 17: UNIFORM AND UNIFORM ALLOWANCE

Section 1: The City of Riviera Beach agrees to continue the present practice of providing and maintaining uniforms and/or cleaning allowance and periodic replacement of items to employees including a bump hat and/or safety helmet, work/safety shoes and work gloves when requested and then only upon presentation of the work or damaged article to the foreman. Normally, this exchange shall be made the same day.

Section 2: In the event an employee leaves the employment of the Department or the City, the employee shall return all uniforms and safety equipment to the Department. Failure to return all issued safety equipment and uniforms will result in the cost of same being deducted from the employee's final paycheck in accordance with applicable wage and hour laws.

ARTICLE 18: REPLACEMENT OF PERSONAL PROPERTY

The City agrees to provide insurance to cover the loss of an employee's personal property required by the City for performance of the job that is stolen or damaged following an investigation to determine the legitimacy of the loss.

ARTICLE 19: OCCUPATIONAL SAFETY AND HEALTH

The City shall endeavor to provide a safe working environment and appropriate safety gear and equipment. The employee shall endeavor to use appropriate safety gear and equipment and work in a safe manner.

Section 1: Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end the Association will cooperate and encourage the employee to work in a safe manner.

Section 2: The City of Riviera Beach will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment, including safety shoes, and devices are necessary. Such equipment and devices, where provided, must be used and replaced by the City when worn out. If lost or stolen, employees will have the cost of replacement deducted from pay. Employees who report to work without proper safety equipment will be sent home without pay. Any deductions or loss of pay will be administered in accordance with applicable wage and hour laws.

ARTICLE 20: ATTENDANCE

Section 1:

A. Classifications that are “non-exempt” shall be entitled to overtime compensation.

B. An employee and a classification designated as “exempt” shall not be entitled to overtime or compensatory time.

Section 2: Basic Work Week.

A. The normal work week for employees shall consist of forty (40) hours unless otherwise specified. The work week for calculating overtime runs from Sunday through Saturday. The Department Director or designee shall establish the basic work week and hours of work best suited to meet the needs of the department and provide superior service to the community. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week. Exempt employees are expected to work the schedule of hours as set forth by the Department Director or designee which may include working more than 40 hours in single work week. Meals and other breaks may be scheduled at department managers’ discretion based upon operational needs. Any schedule changes will require 14 days’ notice to the employee and the Association unless an emergency requires less notice.

B. The normal work schedule for hourly employees of 40 hours shall be from Monday through Friday of each week. Alternate work schedule may be established by Management. Shift bidding shall be bid twice a year based on classification seniority in January and July of each year.

Section 3: Overtime Payment.

A. All non-exempt employees shall be paid 1 ½ times the regular hourly rate of pay for all authorized hours worked in excess of 40 hours in a work week. Sick leave, funeral leave, jury duty, annual military leave, or other absences from duty on active pay status shall not be considered as “time worked” for purposes of overtime computation.

B. In the event a non-exempt employee is called back to work outside their normal regular work schedule, the employee shall receive a minimum of three (3) hours pay at the rate of one and a half (1 ½) times if over 40 hours a week.

C. Stand-By Time: In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to stand-by duty. A stand-by duty assignment is made by a Department Director who requires an employee, on his off-duty time, which may include nights, weekends, or holidays to be available for work due to an urgent situation. Employees assigned to stand-by duty by their Department Director are guaranteed stand-by pay of two (2) hours pay at their regular straight time rate for each eight (8) hour increment of stand-by time assigned and scheduled.

Employees, while on stand-by duty when called to work, will in addition to the stand-by pay of two (2) hours for each eight (8) hours assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work.

For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home. Stand-by pay shall be paid at the regular rate and not considered in computing overtime unless the total hours worked in a work week exceeds forty (40) hours.

D. Exempt employees are expected to work approximately 37.5 hours per week and any reasonable additional hours to ensure the work is progressing or completed. However, exempt employees will not be charged leave, including sick leave, for occasional appointments, when approved by the supervisor during the work week. It is understood that exempt employees will return to work if practicable.

E. Management will provide notification to first shift employees of overtime to be worked on a daily basis no later than the new hour of the day the overtime is to be scheduled. Those employees who work the second and third shifts and are required to work overtime will, where possible, be provided notice of the overtime at least four (4) hours prior to the end of their shift. Notification of weekend overtime to be worked shall be made the previous Thursday. Exceptions of this rule shall be for emergency services beyond the control of the City.

In the selection of an employee to be assigned overtime, the needs of the City shall be the most important consideration. Management shall make every reasonable effort to

distribute such assignments so as to provide the opportunity for overtime to those employees within a division or department (only in those departments which have no division) who are qualified for the assignment and who are in the classification needed to perform the overtime assignment. Full time qualified employees who are in the classification needed to perform the overtime assignment will be the first assigned to such overtime. In the event, the need for overtime assignment exceeds the number of qualified employees in the required classification; the supervisor may assign other full-time employees to do the overtime work.

F. Non-exempt employees shall be required to work overtime as directed unless excused by their supervisor. In the event any employee in the unit is required to work approved overtime, the employee will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

G. Non-exempt supervisors working the second shift, running from 4PM until midnight, shall receive a five (5) percent differential pay.

ARTICLE 21: HOLIDAY

Section 1: All bargaining unit employees shall receive the following paid holidays:

New Year's Day – January 1st
Dr. Martin Luther King Jr. Day
President's Day
Good Friday
Memorial Day
Independence Day – July 4th
Labor Day – 1st Monday in September
Veterans' Day
Thanksgiving Day – 4th Thursday in November
Friday following Thanksgiving Day
Christmas Day – December 25th

With the understanding and agreement that during the life of this contract that there will be a maximum of eleven (11) holidays.

Section 2: Employees, including probationary employees, covered by this Agreement shall receive a work day off with pay for each of the holidays earned, unless the employee has been disciplined for abuse of sick leave during the previous six (6) months, in which case the employee will lose a holiday for each discipline write-up for abuse of sick leave.

Section 3: Employees on vacation, annual military leave, jury duty, sick leave, compassionate funeral leave, and other absences observed must use the holiday on the same day that it is earned.

Section 4: Holiday Pay. Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. Section 3 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

Section 5: The holidays established in the City's Rules and Regulations of the City of Riviera Beach as conforming to the most equitable plan for all employees will apply. Legal holidays shall also include such days as designated by the City Council.

Section 6: The City Manager will determine which department or operations will be closed in observance of the holiday.

Section 7: Holiday pay provisions of this Agreement will remain in effect for any work performed on a holiday providing the employee works the scheduled day before and the scheduled day after the holiday, unless excused by the Department Head for such reasons as sick leave, jury duty, vacation, or compassionate leave.

Section 8: Employees whose regularly scheduled day off occurs on the day or days when the City observes a holiday will be given either the employee's last scheduled work day preceding the holiday or the next scheduled work day following the holiday(s) as the employee's day off in observance of the holiday(s). The Supervisor shall advise the employee at least a week in advance of the holiday(s) whether the employee will observe the holiday on employee's last scheduled work day prior to the holiday observance or the next scheduled work day after the holiday observance. If the employee is called into work on the day designated as the employee's holiday observance, the employee shall be compensated by payment of a regular day's pay at straight time for holiday pay plus time and one-half (1 ½) their regular rate of pay for all hours worked.

ARTICLE 22: LEAVE

Section 1: Application for vacation leave shall be made in advance of use. Vacation request of three (3) days/shifts or less must be requested and approved or denied at least twenty four (24) hours of the initial request. Vacation request for four (4) days/shifts or more must be requested and approved or denied at least forty-eight (48) hours of the time of the request. In emergency cases, or in cases of FML or workers' compensation leave, departmental management may waive this requirement. Maintenance of superior service and adherence to schedules are commitments which may compel department management to restrict the scheduling of vacation during certain periods of the year. When a written request for vacation is denied, the employee will be notified in writing. Vacation leave may be granted to any employee with regular status.

Section 2: Employees shall accrue paid vacation credit at their straight time rate during active pay status on the following basis:

<u>Amount of Service</u>	<u>No. of Days Per Year</u>	<u>Hours Accumulated Per Year</u>	<u>Hours Accumulated Per Week</u>
0-5 Years	12	96.0	1.848
6 Years	13	104.0	2.000
7 Years	14	112.0	2.152
8-10 Years	15	120.0	2.308
11 Years	16	128.0	2.460
12 Years	17	136.0	2.616
13 Years	18	144.0	2.768
14 Years	19	152.0	2.924
15 Years	20	160.0	3.076

This provision shall be interpreted to mean that the employee has completed the number of years prior to becoming eligible for the corresponding days of vacation.

Vacation leave shall accrue as scheduled above and on the vacation previous page. The maximum number of vacation days to accrue shall be two (2) times the annual rate of accrual. Vacation leave may be taken in one (1) hour increments.

Section 3: Employees becoming hospitalized while on vacation may use sick time for such periods of illness providing a doctor's certificate is presented to the employee's Department Director or upon return to work.

Section 4: Payment of vacation time in lieu of actually taking vacation will not be permitted except in these special cases:

- (a) Employees entering military service; and
- (b) Separation from City employment
- (c) Or under Section 6 of this Article

Upon separation from City employment, regular employees shall be entitled to compensation for any earned but unused vacation to their credit on the effective date of termination.

Section 5: If the workload permits, employees may request application of unused vacation for any nationally recognized religious holiday associated with the religious faith of the employee which occurs on a normal work day.

Section 6: An employee unable to utilize at least three (3) days of vacation during the previous fiscal year may elect to receive payment, in lieu of vacation, for up to fifty-five percent (55%) of any remaining accrued vacation time or an employee unable to take three (3) days because of job requirement. The employee must make this election in October of the current fiscal year and payment will be at the employee's current rate of pay, as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation leave accrual account.

Section 7: Each full time, regular employee shall earn sick leave at the rate of one (1) working day per month of continuous service for a total of twelve (12) working days per calendar year. This sick leave shall be cumulative throughout the employee's service. There shall be no limit to the accumulation of an employee's sick leave; however, payout shall be limited to one hundred twenty (120) days. Except for emergencies or exceptional

cases, no less than one (1) hour will be approved as determined by the employee's supervisor.

Regular full time employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Regular full time employees with fifteen (15) years or more service shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Such sick leave payment shall be at the employee's current regular rate of pay, at the time of termination.

Requests for more than three (3) days sick leave must be accompanied by a doctor's certificate. When a regular employee has used all the accumulated sick leave and is still unable to return to work, the employee may draw against the annual leave account for the full amount the employee has accumulated. Request for such additional leave must be made to the Department Director by the employee or the employee's designee, and the Director of Human Resources shall be promptly notified of such request.

Section 8: All employees on initial probationary status (new employees) shall be eligible for membership in the Association but shall not be entitled to the benefits outlined in this Agreement with the exception of holiday pay and insurance coverage when eligible. However, newly hired probationary employees shall accumulate one (1) day sick leave and one (1) day vacation leave each month during the probationary period. Initial probationary employees will not be eligible to utilize accumulated sick leave or vacation leave during their probationary period. At the conclusion of their probationary period, employees will be eligible to use accumulated sick and vacation leave.

Section 9: In order to be granted paid sick leave, an employee must meet the following conditions:

- a. Notify the Department Director or immediate supervisor of the employee's illness or the illness of a member of the immediate family not later than one (1) hour after the beginning of the employee's scheduled work day or before the start of such work day.

- b. For purposes of this Article, immediate family shall include spouse, child, or parent.

Section 10: An employee utilizing leave under the City's Family Medical Leave Policy shall have their paid leave benefits run concurrently with the benefits provided in this Section.

Section 11:

(A) If, and whenever, sick leave abuse appears probable, or where an employee consistently uses sick leave as it is earned, the employee claiming/requesting such sick leave will be informed by the immediate supervisor or Department Director that the employee is suspected of sick leave abuse; and thereafter, the immediate supervisor or Department Director will hold a conference with the employee to discuss the alleged abuse and an official record of said conference will be provided to the employee and to Human Resources. If, after counseling by the immediate supervisor or Department Director, an employee continues to abuse sick leave or use sick leave as it is earned, the employee may be required to furnish competent medical proof of the necessity of such absence, prior to sick leave pay being paid. Sick Leave abuse includes excessive use of sick leave, for example three (3) incidents in a quarter, excluding FML, or which occurs when an employee consistently uses sick leave as it is earned, sets a pattern of taking certain days off each month, or prior or after a previously approved vacation leave or consistently take sick days off before and after a weekend or after the employee's regular days off.

(B) Abuse of sick leave may constitute grounds for disciplinary action.

(C) An employee off duty due to illness is expected to remain at the employee's residence during the period of said absence, except that the employee may leave the residence to receive medical treatment, secure drugs, or for any other appropriate medical reason.

Section 12: Leave Payout.

(A) Any employee may elect to be paid for up to 80 hours sick leave and/or vacation account at the end of the fiscal year.

(B) The election must be made in October of the current fiscal year, and payment will be made by December 31st of the current fiscal year. Payment will be at the employee's current rate of pay as of the date paid, and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid sick and/or vacation hours shall remain in the employee's leave accrual accounts.

(C) Employees who are not employed on the day pay-off is made in December, may take advantage of this program as long as the employee is employed by City on September 30th in the immediate previous fiscal year.

Section 13: Jury Duty. Leave with pay shall be authorized for full-time bargaining unit employees who may be required to perform jury duty. Employees who perform jury duty and are released by the Court during the first half of their regularly scheduled work day are expected to report to work when excused or released by the Court.

If an employee is called for jury duty, the employee shall promptly notify the immediate supervisor within five (5) days of receipt of the notice of jury duty or within five (5) days of appearance pursuant to the notice of jury duty.

The employee must provide the Department Director or immediate supervisor with proof of jury duty before compensation is approved.

Section 14: Military Leave. In accordance with Florida Statute Section 115.07, all employees who are commissioned reserve officers or reserve enlisted personnel in the United States military or naval service or members of the National Guard are entitled to a leave of absence with pay on all days during which they are engaged in training ordered under the provisions of the United States military or naval training regulations for such personnel when assigned to active or inactive duty for up to 240 hours (30 days based on an 8-hour shift) in any one annual period. Leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay but without loss of seniority.

All employees who are also service members in the National Guard or a reserve component of the Armed Forces of the United States, shall be granted leave of absence to

perform active military service with full pay for the first 30 days. Thereafter, such leave shall be without pay, but without loss of seniority.

The City shall comply with Florida Statute Chapter 115 and the Uniformed Services Employment and Reemployment Rights Act, as amended from time to time.

Copies of the applicable statutes are available in the office of the City Attorney or online.

Section 15: Leave of Absence Without Pay. Employees may request, in writing, a leave of absence without pay for up to ninety (90) days. Such requests must be approved by the Department Director and Human Resources.

A. The decision to grant leave without pay (Leave of Absence) is a matter of administrative discretion. The Department Director and Human Resources will weigh each request and determine each case on its own merits. The reason for approval or denial shall be given in writing.

B. An employee granted a leave of absence must keep the department informed, every three (3) months, of the current activity (school, medical, military, etc.) In addition, the employee must keep the department advised of their current address at all times.

C. An employee granted a leave of absence and who wishes to return before the leave period has expired, shall be required to give the Department Director and Human Resources at least two (2) weeks notice. Upon receipt of such written notice, the employee must be permitted to return to work.

D. An employee granted leave of absence shall, upon the termination and/or expiration of the leave, return to the job classification and rate of pay held at the time of going on leave. Failure to return to work on the scheduled date shall result in termination unless an extension of the leave is approved prior to the return date by the City Manager.

Section 16: Benefit Continuation. Group life and hospitalization insurance coverage may be continued for a maximum period of ninety (90) days while on authorized leave of absence, provided premium payments are kept current by the employee. In case of leave of absence for illness, the maximum period shall be twelve (12) months during which

period group life, dental and hospitalization may be continued provided premium payments are kept current by the employee.

Section 17: PMSA Time Pool.

(A) The City shall recognize a time pool to be used by the PMSA as essential to conduct PMSA business. This time may be used by the President and/or designee. The Executive Director will notify the City as to whom, what, why, when, and where this time will be used for the purpose of City bookkeeping. Whenever possible, the PMSA shall provide reasonable notice of time pool requests. The Department Director or designee may refuse a request for time in the event of a staffing shortage.

(B) The City shall credit the time pool with eight (8) hours donated annual leave time for each employee covered by the bargaining unit at the beginning of the fiscal year (October 1). PMSA shall notify the City before August 1st to confirm the donations by each employee for the next fiscal year.

(C) If the union does not choose to utilize the time pool in this Article, the compensation time in any given year shall be returned to the employee's annual leave bank.

(D) The union time pool is suspended, however, those hours in the pool are available for use by the union as outlined in this Article. No new hours shall be granted to the union without further negotiations with the City.

Section 18: Compassionate Leave. In the event of the death of the mother, father, brother, sister, spouse, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, direct sibling of employee or spouse, step-parent, step-brother, step-sister, step-child or grandchild of a full time regular employee, such employee shall be entitled to paid compassionate leave not to exceed three (3) working days for any one death. Proof of relationship to the employee must be submitted in the form of an obituary, death certificate, or funeral notice/program.

Five (5) days shall be granted if the employee is in attendance of the funeral and such funeral is held out of the State of Florida.

The City Manager or designee may grant additional leave under this Section and such additional leave shall be debited against the employee's vacation leave.

Section 19: Good Cause Day. Employee, including probationary employees, at the discretion of the Department Director, may be granted time off, not to exceed one (1) day per year as a Good Cause Day, and such day shall not be charged against sick or vacation time. The Department Director shall not unreasonably deny an employee's request to use the "Good Cause" Day for the employee's birthday. If an employee does not use the Good Cause Day during the calendar year, it will not be carried over to the next year. A Good Cause Day is an approved personal leave day and must be taken in four (4) hour segments. Holidays and Good Cause Day will be paid according to shift deployment.

ARTICLE 23: ALCOHOL AND SUBSTANCE ABUSE

The City and the Association recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and Association share a commitment to solve this problem and to create and maintain a drug-free work place policy.

The City maintains a drug-free workplace policy for all employees and employees covered by Federal Department of Transportation regulations (CDL drivers) and complies with Section 440.102, Florida Statutes, the rules of the Department of Labor and Employment Security, Division of Workers' Compensation, and the Omnibus Transportation Act.

The entire policy may be obtained from the Human Resources Department, but certain provisions of the policy, as amended from time to time, are:

Section 1: The City prohibits the illegal use, possession, sale, manufacturing or distribution of drugs, alcohol, or other controlled substances on its property. It is also against City policy to report to work or to work under the influence of drugs or alcohol.

Section 2: Testing of Employees:

(A) Non-CDL Employees:

1. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs or alcohol; the employee's job performance is impacted; or other employees' safety and health are placed in danger.
2. Follow-up Testing: All employees who have been determined to have used drugs or alcohol and are permitted by the City to return to work will be subject to six (6) unannounced follow-up drug tests for a period of two (2) years following return to work.
3. Additional Testing: Additional testing may also be conducted as required by applicable State or Federal laws, rules or regulations.

4. Following any vehicular or industrial accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes, shall be tested for drugs and/or alcohol.

(B) CDL Employees:

The Omnibus Transportation Act applies to all drivers of commercial motor vehicles (CMV's) required to obtain a commercial drivers' license (CDL). In addition to the types of testing listing above, beginning January 1, 1995, the Omnibus Transportation Act will require random and return-to-duty testing. The City of Riviera Beach will comply with the requirements of the Omnibus Transportation Act.

1. Random Testing:

The Omnibus Transportation Act requires all operators of CMV's to be randomly tested for controlled substances and alcohol beginning January 1, 1995. It applies to all drivers required to obtain a commercial drivers' license (CDL).

2. Return-to-Duty Testing:

a. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after an alcohol concentration test result of 0.04 or greater, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

b. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after testing positive for the use of controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use. The employee shall attend and successfully complete the City's Employee Assistance Program. Otherwise, the employee will be subject to discipline up to and including termination.

c. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty alcohol test with the result indicating an alcohol concentration of less than 0.02 after engaging in the following prohibited conduct.

1. Being on duty or operating a CMV while possessing unmanifested alcohol;
2. Using alcohol while performing safety-sensitive function;
3. Performing safety-sensitive functions within four (4) hours after using alcohol;
4. Using alcohol within eight (8) hours following an accident, or before undergoing a post-accident alcohol test, whichever occurs first; or
5. Refusing to submit to a post-accident alcohol test, a random alcohol test, a reasonable suspicion alcohol, or a follow-up alcohol test.

d. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlling substances use after engaging in the following prohibited conduct.

1. Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV; or
2. Refusing to submit to a post-accident controlled substance test, a random controlled substance test; a

reasonable suspicion controlled substance test, or a follow-up controlled substance test.

3. Post Accident Testing:

Following any vehicular or individual accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes and the Federal Omnibus Transportation Act of 1991, shall be tested for drugs and/or alcohol.

Section 3: Alcohol and Drug Use Prohibitions:

- (A) The use, sale, purchase, possession, distribution, or dispensing of drugs or alcohol on duty or on City property is cause for immediate discharge.
- (B) It is against City policy to report to work or work under the influence of alcohol or drugs. Employees who violate this policy are subject to discipline up to and including discharge. In the case of a first-time violation of the City's policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on City property or while on duty), the employee will be subject to discipline up to and including discharge. Employee shall attend and successfully complete the City's Employee Assistance Program; otherwise, the employee will be subject to disciplinary action up to and including termination.
- (C) For the purpose of this policy, an individual is presumed to be under the influence of alcohol or drugs if an alcohol or drug test is positive.
- (D) The City may suspend with pay, however, upon positive initial confirmation of the drug test results, the City may suspend employee without pay under this policy pending the results of any further drug testing or investigations.

Section 4: All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as part of this drug testing program are confidential communications. Unless authorized by State laws, rule or regulations, the City will not release such information without a written consent form signed voluntarily by the person tested.

Section 5: A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test.

Section 6: Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.

Section 7: Any employee who refuses to submit to a drug test or release the results of the drug test may be terminated from employment. Newly hired probationary employees who test positive for alcohol and substances covered by this Agreement will be terminated immediately. An injured employee who refuses to submit to a drug test, or has a positive confirmation test or refuses to release the results of the drug test, in addition to the above, may forfeit his eligibility for all worker's compensation medical and indemnity benefits pursuant to the laws.

Section 8: A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.

Section 9: An employee who receives a positive confirmed drug test result may contest or explain the results to the Employer within five (5) days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the Employer, the person may contest the test results and an investigation will be conducted.

Section 10: An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

Section 11: The following is a list of all drugs for which the Employer may test:

<u>DRUG</u>	<u>CUTOFF ng/mL</u>
Alcohol	.04 (BAC)
Barbiturates	300
Benzodiazepines	300
Cannabinoid	50
Cocaine	300
Amphetamines	1000
Methadone	300
Methaqualone	300
Opiates (including heroin)	300
Phencyclidine (PCP)	25

Section 12: Employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 13: Details of this policy may be obtained from the Department of Human Resources.

Section 14: Employees, as a condition of employment, are required to abide by these guidelines.

Section 15: The City will pay for drug testing for all current employees.

ARTICLE 24: BENEFITS

Section 1:

a. The City agrees to provide health insurance plans at the same cost depending on the individual plan for all City employees. The allowable cost of such plans to the employee will be at no greater cost than \$25 per pay period. The City shall provide dental insurance at no cost to the employee. Employees have the option to purchase dependent health and dental insurance at the employee's expense.

b. The City and Association hereby agree that non-exempt employees in the unit will be provided term life insurance coverage in an amount equal to \$40,000. Exempt employees will be provided term life insurance coverage in the amount equal to \$100,000. Employees will also have the option to purchase at their expense an amount equal to the amount purchased by the City.

Section 2: The City shall prepare a current classification seniority list quarterly. This list shall be posted on bulletin boards at all work locations.

Section 3: On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness if the medical provider recommends absence. Therefore, if the employee remains absent, then 66 2/3% of the employee's salary will be paid by the insurance carrier. Employee may use sick/vacation to receive full compensation.

Section 4: All existing benefits covering bargaining unit employees as outlined in the City's rules and regulations and other written City Policy that is not now incorporated into this Agreement, will remain in full force and effect along with all provisions of this Agreement for the duration of this Agreement, i.e., all employee health insurance programs, retirement/pensions plans, and deferred compensation plans.

Section 5: Pensions and Retirement Plans. According to Florida Statute Section 112.66 (11), the City's pension plan for employees covered by this agreement may include up to 300 hours per year of overtime compensation but may not include any payments for

accrued unused sick leave or annual leave when calculating retirement benefits. The exclusion of accrued unused sick leave or annual leave relates solely to leave amounts earned after August 20, 2014. The City shall measure the amount of unused sick leave or annual leave available for calculating retirement benefits by using no more than the amount of an employee's leave balance as of August 20, 2014, up to the maximum allowable accrued balances for each of the vacation and sick leave banks such that any hours earned in excess of that amount that are accrued and unused as of the retirement date or DROP date, whichever occurs earlier, shall be the only hours excluded. Effective June 1, 2015, all new employees were required to enter the Florida Retirement System and were no longer included in the Riviera Beach General Employees' Pension Plan.

ARTICLE 25: EVALUATIONS

Section 1: Evaluations shall be directed to identify strengths as well as weaknesses.

Section 2: Employees shall be evaluated upon completion of their probationary period and annually thereafter. Initially, probationary employees shall be evaluated 2, 4, and 6 months after initial employment and annually thereafter. Promotional probationary employees shall be evaluated at the end of their ninety (90) days probationary period.

Section 3: Following an evaluation, the employee has the right to request the Association to be present at any meeting of the employer and employee if the employee's evaluation is less than satisfactory performance, using the performance appraisal procedure outlined below.

Section 4: The employee shall have the right to submit a written statement to be attached to the written evaluation.

Section 5: The employee shall be provided a copy of the evaluation at the time it is signed by supervisor and employee acknowledging receipt.

Section 6: Evaluation Procedure. Each contract year, employees will be evaluated during this period, using the existing electronic evaluation tool and consistent with the terms of this Agreement. Employees shall be provided a copy of their job competencies.

If an employee received an unsatisfactory evaluation rating, the employee shall set forth in writing the steps taken to improve the performance after advised by the supervisor. Unless improvement was made by the employee, the unsatisfactory rating may be appealed. The employee shall submit the appeal by presenting the specific reasons for the appeal along with documentation to the Department Director within five (5) working days from the date the employee received the evaluator's denial of the employee's objection to the evaluation. The Department Director may take one of the following three (3) actions:

1. Advise the supervisor or to change the evaluation to a higher score.
2. Reject the employee's appeal.

3. Schedule a meeting with employee and the evaluator to present their respective arguments.

This procedure will be adhered to for presentation of the parties' respective positions. The presentation will be limited at the one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. An Association representative may be present to assist in the presentation. The decision of the Department Director shall be final on the performance evaluation and shall not be grievable to arbitration.

ARTICLE 26: TRAINING AND EDUCATION

Section 1: It shall be the City’s policy to foster and promote in-service training of employees to improve the level of service rendered to the public, the quality of personnel and to assist personnel in preparing themselves for advancement.

Section 2: Employees who meet the requirements as shown below shall be reimbursed as indicated for approved graduate and/or undergraduate coursework from accredited universities and/or colleges and/or any other course work related to their job or leading to a degree related to their job.

<u>Grade Achieved</u>	<u>Reimbursement</u>
“A” or	100% of tuition cost
“B”	75% of tuition cost
“Pass” in a	
“Pass”/”Fail” course	100% of tuition cost
“C”	50% of tuition cost

- a. Education reimbursement shall be limited to eighteen (18) semester hours per calendar year (January-December) per employee. Employees are required to sign the Education Reimbursement Application and Agreement prior to beginning the coursework. Reimbursement shall be based upon current state community college or state university tuition rate.
- b. Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of twenty-four (24) months following completion of course work. Employees separated from City service, whether voluntary or involuntary, prior to the expiration of the 24-month period will refund the cost of tuition reimbursement received for course work completed through deductions from their final payroll check in an amount proportionate to the number of months remaining in the 24-month period for each course. In such event, the reimbursement shall be considered only a loan. Employees laid off during this period shall be excluded from this obligation.

- c. The Director of Human Resources shall, after consultation with the Department Director, determine whether or not the courses are approved. This reimbursement policy does not apply to courses required by law which will continue to be paid for by the City.

Section 3: All requests for prior approval of courses and all reimbursement requests shall be submitted in the manner and with documentation as required by the City. Such documentation shall include, but not be limited to: tuition receipts, official transcripts or grade notification.

Section 4: The cost of required workbooks and/or textbooks will be reimbursed provided the requests for such are submitted as required by the City. Upon completion of the course work, such reimbursed workbooks and/or textbooks shall be turned over to the City and become the property of the City.

Section 5: Upon completion of the following degrees from accredited universities and/or colleges as a result of an employee taking part in the reimbursement process outlined herein, the below one-time bonus shall be paid to the employee upon the employee supplying Human Resources and the Department Director with copy of the degree and official transcript showing the employee successfully obtained the degree. The degrees and corresponding payments are as follow:

Associate's Degree (AA/AS):	\$250.00
Bachelor's Degree (BS/BA):	\$500.00
Master's Degrees (MBA/MS/MA)	\$750.00
Doctoral or Professional Degree (PhD/JD)	\$1,000.00

The aforementioned one-time bonus is only available to employees that initiate the tuition reimbursement process and job-related coursework after the date this Agreement becomes effective.

ARTICLE 27: WAGES

Section 1: In the initial contract year, effective the first full payroll period after this Agreement becomes effective pursuant to Article 30, all bargaining unit employees shall receive an across-the-board wage adjustment to increase their base wage by 12%, up to the maximum of the pay range for the position. However, if all or a portion of the 12% increase would cause the employee to exceed the maximum pay for the position in the pay plan, a lump sum payment will be made in an amount equal to the portion of the 12% exceeding the pay plan maximum. There will be no retroactivity. Additionally, each bargaining unit member shall receive a one-time signing incentive, which shall not be included in base pay, equal to \$1,000.00 provided that the employee: (1) was employed on July 27, 2018; (2) is employed on the effective date of this Agreement pursuant to Article 30 after ratification by both parties; and (3) on the date of payment. The signing incentive shall be paid within sixty (60 days) of ratification by both parties.

All bargaining unit employees shall receive a two (2%) percent increase in their base pay beginning August 15, 2019 and August 15, 2020. .

For each contract year where across-the-board increases in base pay are provided, the City shall adjust the minimum and maximum values of the pay grade.

Section 2: Paydays will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event payday falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday. Payroll direct deposit is mandatory and the employee's paycheck will be directly deposited into the designated account. Such bi-weekly pay schedule will be done so only on a citywide basis.

Section 3: Effective upon ratification, the bargaining unit Water/Sewer System Supervisor, Water/Sewer System Superintendent, and Water Service Supervisor who obtain sewage collection certification A, B, or C or obtain water distribution certification A, B, C shall receive a \$250 bonus per year for each certification not to exceed \$750 annually. All certifications must be approved in advance by the Department Director and all certifications must be current.

Effective upon ratification, bargaining unit Code Enforcement Supervisors who obtain levels of Florida Association of Code Enforcement certificates including a Code

Enforcement Professional Certification, shall receive \$250 bonus per year for each certification not to exceed \$750 annually. All certifications must be approved in advance by the Department Director and all certifications must be current.

Effective upon ratification, bargaining unit Aquatics Center Director and Lifeguard Captain who obtain an emergency medical technician certification, shall receive \$25 per week. All certifications must be approved in advance by the Department Director and all certifications must be current.

Bargaining unit Equipment Mechanic Supervisor who obtain ASE certification shall receive a \$250 bonus per year for each job related certification not to exceed \$1000 annually. All certifications must be approved in advance by the Department Director and all certifications must be current.

Certifications earned subsequent to ratification of this Agreement are to be paid without retroactive action. Certification payments are not related to the maximal pay range.

Employees shall have the ability to request a reopener for bargaining on Article 27, Section 3 only. This reopener is limited to Article 27, Section 3 and is not available for any other provision in this Agreement. The employees can request the reopener on or after January 1, 2020.

Section 4: Working In Higher Job Classification. Any employee required to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher rate of pay for the higher job classification the employee is being required to work or up to 10% of the employee's existing salary in accordance with Article 15, Section 2. Where circumstances permit, every reasonable effort will be made to assign an employee the duties of a higher classification in a given work week.

Section 5: Longevity Pay. The City shall grant longevity increase to the bargaining unit employees hired on or before April 1, 2012, conditioned upon an employee's completion of the required years of continuous service, as follows:

Years of Continuous Service

After completing four years ----- 2%

After completing eight years -----	4%
After completing twelve years -----	6%
After completing sixteen years -----	8%
After completing twenty years -----	10%
After completing twenty-four years -----	12%

Employees hired after April 1, 2012 shall receive longevity benefits as described below in a lump sum bonus based on the employee's hire date:

5 years	\$250
10 years	\$500
15 years	\$750
20 years	\$1,000
25 years	\$1,750

Section 6: Any pay increases after August 15, 2018, not contemplated herein, are subject to the parties agreeing to same and if no agreement is reached, the employees' salaries will remain frozen at the at the applicable rate under this Agreement until a new agreement is reached.

ARTICLE 28: SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 29: EFFECT OF AGREEMENT

Section 1: After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the City Manager and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate Association Representatives and the City Manager and the City Clerk, recognizing that the status quo was in place from the prior Agreement from October 1, 2016 through the date of ratification of this Agreement, this Agreement shall Become effective August 15, 2018, and shall remain in full force and effect until August 14, 2021.

Section 2: The Agreements contained herein constitute the full and complete agreement between the Association and the City and shall not be changed, altered, modified, or amended by either party unless such changes are reduced to writing and ratified by both parties.

ARTICLE 30: DEFINITION OF TERMS

Association: Professional Managers and Supervisors Association, FPD, NUHHCE, AFSCME

City: The City of Riviera Beach, Florida

City Council: The City Council of the City of Riviera Beach

Director(s): Director(s) employed by the City or their designee(s)

Employee: All employees represented by the Association in the bargaining unit

Management: The City Manager or designee

APPENDIX A

DUES AUTHORIZATION FORM FOR PROFESSIONAL MANAGERS & SUPERVISORS ASSOCIATION PMSA BARGAINING UNIT MEMBERS

**2 HRS PAY PER MONTH/ADDITIONAL \$1.00 PER PAY PERIOD FOR COPE OPTION
PMSA, A DIVISION OF THE FPD/AHPE, NUHCE, AFSCME, AFL-CIO, DUES
AUTHORIZATION**

NAME	DEPARTMENT	POSITION	
HOME ADDRESS	CITY	STATE	ZIP
WORK LOCATION	HOME PHONE	SOCIAL SECURITY NUMBER (OPTIONAL)	

Full Time Employees: Please check your choice

Option 1 – DUES
Option 2 – DUES/COPE

1316 CROSS CREEK CIRCLE, SUITE C-2, TALLAHASSEE, FLORIDA 32301 (850) 942-6636

The PMSA is hereby designated as my agent to represent me of Riviera Beach.

I also request and authorize the City of Riviera Beach to deduct from my earnings and transmit to the organization an amount sufficient to provide for regular payment of membership dues as certified from time to time by the organization.

I hereby waive any rights and claims for said monies so deducted and transmitted in accordance with this authorization and indemnity to the City of Riviera Beach and its agents.

Dues paid to PMSA may not be deducted for federal income tax purposes, however, under limited circumstances, dues may qualify as a business expense.

I hereby authorize the City of Riviera Beach to deduct from my earnings to the City earnings one dollar (\$1.00) per pay period for a PMSA committee on political action (COPE) contribution.

This authorization is signed voluntarily and with the understanding that PMSA (COPE) is engaged in joint fund-raising efforts with the AFL-CIO and will use such money contributed to make political contributions and expenditures in connection with federal, state and local elections.

I understand that such deductions is revocable upon thirty (30) days written notice to the employer and PMSA (COPE). The City of Riviera Beach shall be absolved of any liability resulting from the collection of such assessment.

Contribution for COPE to PMSA are not deductible as charitable contributions for federal income tax purposes (for Option 2 only)

Signature	Date	Signature	Date
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IN WITNESS WHEREOF, we have hereunto affixed our signatures this 15th day of August, 2018.


FOR THE CITY OF RIVIERA BEACH:

FOR PROFESSIONAL MANAGERS AND SUPERVISORS ASSOCIATION:


BY: 
KAREN HOSKINS, CITY MANAGER

BY: 
SAM NEIMEISER, CHIEF NEGOTIATOR

UNION REPRESENTATIVE:

BY: 
PAMELA DALEY

ATTEST:


BY:
CLAUDENE L. ANTHONY, CITY CLERK


BY:
MATTHEW RANSELL, CITY LABOR ATTORNEY

