

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF FORT LAUDERDALE**  
**AND**  
**TEAMSTERS LOCAL UNION 769**  
**EFFECTIVE**  
**OCTOBER 4, 2011 THROUGH SEPTEMBER 30, 2013**  
**, 2014 THROUGH SEPTEMBER 30, 2016**

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## **ARTICLE 1 - PREAMBLE**

This Agreement is entered into by and between the City of Fort Lauderdale, hereinafter referred to as the "Employer" or "City" and the Teamsters Local Union No. 769, Affiliated with International Brotherhood of Teamsters, hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, prompt and peaceful means of resolving disputes involving interpretation or application of this Agreement, and to set forth herein basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment. It is acknowledged that during the negotiations which resulted in this Agreement, the parties agreed that all full-time permanent employees of the City who are included in the collective Bargaining Unit shall be covered either by Civil Service or an executed collective bargaining agreement, but not both. Furthermore, the Union agreed that all past practices were subject to negotiation and that each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter contained in the Civil Service Rules and Regulations of the City of Fort Lauderdale. It is understood that the City of Fort Lauderdale is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

## **ARTICLE 2 - RECOGNITION**

Section 1. The City of Fort Lauderdale hereby recognizes Teamsters Local Union No. 769, Affiliated with International Brotherhood of Teamsters, as the exclusive Bargaining Agent for the employees occupying the job classifications set forth in Appendix A, dated (date of ratification).

Section 2. The Bargaining Unit for which this recognition is accorded is as defined in Certification Number 1519 granted by the Public Employees Relations Commission on November 16, 2004.

Section 3. All newly created positions in the City classification plan which are not included in Appendix A upon ratification are hereby subject to mutual agreement of the President of Teamsters Local Union No. 769 or his/her designated representative and the City ~~Employee Relations~~ Human Resources Director or his/her designated representative before said classification may be included or excluded from the Bargaining Unit.

Section 4. The aforementioned Bargaining Unit as defined in Certification 1519, Section 2 above has been appropriately certified by the Florida Public Employees Relations Commission (PERC) and it is therefore understood that no modification, addition or subtraction to said Bargaining Unit can occur until all procedural steps provided for by statute and PERC Rules and Regulations have taken place, including appearances before PERC and until such time as PERC acts to amend the definition of the Bargaining Unit.

## **ARTICLE 3 - NON-DISCRIMINATION**

Section 1. It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.

Section 2. The City agrees it will not unlawfully discriminate against, coerce or intimidate any employee covered by this Agreement because of membership or non-membership in the Union, or for filing a grievance.

Section 3. Neither the City nor the Union will unlawfully discriminate against employees covered by this Agreement as to membership or representation because of race, color, creed, sex, age, national origin, religion, sexual orientation, marital or familial status, or legally-recognized disability, or other characteristic protected by law. ~~status.~~

Section 4. The Union agrees that no officer, agent, representatives or members of the Union will coerce or intimidate any employee into joining the Union. The Union further agrees that it

will not interfere with or condone any interference with the free and unrestricted right of any employee of the City to enter and leave City property.

Section 5. Refusal by the Union to process a grievance for an employee who is not a member of the Union shall not be considered discriminatory.

#### **ARTICLE 4 – EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION**

Section 1. The City and the Union agree to full and unequivocal cooperation in eliminating all unlawful employment discrimination and to assure all personnel programs, policies, and assignments are free from unlawful discrimination practices.

Section 2. An Equal Employment Opportunity (EEO) complaint may be an allegation of unlawful discrimination on the basis of:

- 2.1 Race, color, religion, sex, national origin, legally-recognized disability as prohibited by the Civil Rights Act of 1964, as amended.
- 2.2 Age, as prohibited by the Age Discrimination Act of 1967, as amended.
- 2.3 Sex, as prohibited by the Fair Labor Standards Act of 1938, as amended.
- 2.4 Disability, as prohibited by the Americans with Disabilities Act of 1990.
- 2.5 Marital status or lawful political affiliation as prohibited under Federal Law and Florida Statutes.

Section 3. In the case of an EEO complaint based on grounds stated in Section 2 of this Article, the employee may seek recourse exclusively under applicable statutory procedures, and the complaint will be processed in accordance with the current and applicable rules and regulations of the appropriate State, Federal or local agency.

Section 4. The Union and the City agree to fully support the principles of Equal Employment Opportunity, including the City's Affirmative Action efforts or provisions of any present or Future Court Order or Consent Decree regarding the Union or City or any employee of the City.

Section 5. In the event the laws pertaining to affirmative action are changed by the State or Federal government or by United States Supreme Court decision, the City shall have the right to reopen negotiations for the limited purpose of negotiating an affirmative action provision while the remainder of this Agreement shall remain in full force and effect.

If the City elects to reopen this Agreement on the single issue of affirmative action, it shall notify the Union of its desire in writing and the parties shall meet to negotiate within fifteen (15) days of such notice.



**Tentative Agreement Between City of Fort Lauderdale  
Teamsters Local Union 769  
Effective \_\_\_\_\_, 2014 through September 30, 2016**

If the City reopens the Agreement on the issue of affirmative action and the parties are unable to reach agreement, the single issue will be resolved in accordance with the impasse provisions established in Section 447.403, Florida Statutes (~~2005~~), as may be amended or revised.

## **ARTICLE 5 – ORGANIZATIONAL CLIMATE**

The City will may conduct appropriate employee surveys in the general area of organizational climate.

## **ARTICLE 6 - NO STRIKE OR LOCK OUT**

Section 1. The Union agrees to accept and abide by all the terms and conditions of this Agreement. During the term of this Agreement, the Union further agrees it will not call, countenance or encourage any strike as defined below and will not interfere with the efficient management of the City and its individual departments. In the event of any breach of this Article, the Union agrees that the City will have all statutory rights of recourse as provided in Chapter 447, Florida Statutes.

Section 2. Strike, as used in this Agreement, shall mean the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations; the concerted abstinence in whole or in part by a group of employees from the full and faithful performance of the duties of employment with a public employer (City) for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 3. Members of the bargaining unit shall not engage in any walkout, strike, sit-down, slow-down, or other interference with or interruption of work during the term of this Agreement. If any member or group of members of the bargaining unit should violate this Section, the Union, through its proper officials, will promptly notify the City's ~~Labor Relations Manager~~ Human Resources Director, and such member or members of the bargaining unit, in writing, of its disapproval and will take steps to effect a resumption of work.

Section 4. The City agrees to accept and abide by all the terms and conditions of this Agreement and agrees that during the term of this Agreement it will not lock out members of the Bargaining Unit.

Section 5. The City recognizes the right of the Union to engage in informational picketing as long as such picketing is done in a lawful manner in accordance with Florida Statutes. The Union agrees that there will be no interference with the free and unrestricted right of any City

employee or persons seeking to do business with the City or otherwise lawfully gain access to City premises to enter and leave City property.

Section 6. The sick leave and vacation leave benefits provided by Article 37 and Article 36 shall not be available to any employee absent from work on any day during any period in which the City or any court or agency of competent jurisdiction has determined that there is reasonable cause to believe that a strike or other form of concerted failure to report to work was or is in progress.

- A. The parties agree that the City Manager or designee shall have reasonable cause to believe that a strike is in progress upon the failure of not less than twenty percent (20%) of the employees in any City Department to report for work on any workday.
- B. Upon the commencement of proceedings before a court or agency of competent jurisdiction regarding such strike or other unlawful concerted activity, the processing of grievances, if any, concerning or in any way related to the City's exercise of the right to suspend sick leave or vacation leave benefits shall be stayed pending final resolution of the judicial or administrative proceeding.

## **ARTICLE 7 - MANAGEMENT RIGHTS**

Section 1. The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects except as modified by other articles of this Agreement. The rights of the City, through its management officials, shall include but not be limited to the following:

- A. to determine the organization of City Government;
- B. to determine the purpose of each of its constituent department;
- C. to exercise control and discretion over the organization and efficiency of operations of the City;
- D. to set standards for service to be offered the public;
- E. to manage and direct the employees of the City including the right to establish, modify, reduce or otherwise change work schedules or work week, including work days and hours, assign work and overtime, and to establish, modify, or change rules and regulations which are not arbitrary and capricious and which are applicable to employees covered by this Agreement;
- F. to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City;
- G. to suspend, demote, discharge, or take other disciplinary action for cause(s) involving deficiencies in conduct and/or performance;

- H. to increase, reduce, change, modify, or alter the composition of the work force, including the right to relieve employees from duties because of a lack of work, funds, or other legitimate reasons;
- I. to determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased or to be contracted out or subcontracted;
- J. to determine the number of employees to be employed by the City and to adjust wages or salaries of individual employees or classifications when the City, in its sole discretion, determines that such adjustments are necessary due to fluctuations in the job labor market, provide that no such adjustment shall result in payment of wages or salaries lower than those presently received by employees;
- K. to establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, department or division thereof, or project;
- L. to establish, change, or modify duties, tasks, and responsibilities or requirements within job classifications in the interest of efficiency, economy, technological change, or operating requirements;
- M. ~~to establish and revise or discontinue policies, practices, programs, or procedures, provided that the exercise of such right does not have the practical effect of violating specific terms of this Agreement.~~

It is agreed and understood that the City and City Departments currently have policies, practices, programs, procedures, rules and regulations governing employment. The Union agrees that such policies, practices, programs, procedures, rules and regulations shall be formulated, amended, revised, discontinued, or implemented at the sole and exclusive discretion of the City. In the event that a contemplated change is to be made, the City shall provide a least five (5) working days' notice of such changes to the Union.

Section 2. The City has the authority and obligation to determine the purpose and mission of the City and the amount of budget to be adopted by the City Commission.

Section 3. If it is determined that a civil emergency condition exists including strikes, work stoppages, riots, civil disorders, hurricane conditions, or similar occurrences, the provisions of this Agreement may be suspended by the City Manager or designee during the time of the declared emergency.

Section 4. Notwithstanding the above, the parties recognize the obligation to negotiate the impact of any contemplated change which will significantly affect a term or condition of employment.

## **ARTICLE 8 – SUBCONTRACTING**

Section 1. The City shall retain all rights to determine whether and/or to what extent any work shall be performed by employees, contractors or subcontractors, and/or a public or private agency.

Section 2. When the City determines that it is in its best interest to enter into a contract with an outside ~~supplier-contractor~~, or service agency or governmental entity to perform services presently being performed by City of Fort Lauderdale employees, the City agrees that it will notify the Union, in writing when bids or proposals are requested and will, within ten (10) days thereafter, meet and discuss with representatives of the Union the effect of such contract upon members of the Bargaining Unit.

Section 3. If the City enters into such contract and, as a result thereof, an employee will be laid off, the City agrees such employee shall be entitled to first consideration by the contractor for any available work.

Section 4. In the event the employee is not employed by the contractor, the Layoff and Recall Procedure contained within this Agreement shall apply.

In the event an employee with five (5) or more years of service chooses to accept a position in another classification in accordance with the Layoff and Recall Procedure, the employee shall be given two (2) weeks of training in a new job.

## **ARTICLE 9 - DUES DEDUCTIONS**

Section 1. Any employee covered by this Agreement may authorize a payroll deduction for the purpose of paying Union dues. Such authorization becomes effective only upon receipt by the City of a fully executed Dues Deduction Form from any employee.

Section 2. The Union will initially notify the City as to the amount of dues. Such notification to the City will be from an official of the Union. Changes in Union membership dues will similarly be certified to the City at least thirty (30) days prior to the effective date of that change.

Section 3. Dues shall be deducted the first full pay period of each month, or until such time that the City is able to deduct dues on a biweekly basis and such monies shall be remitted to the Union Treasurer-no later than five (5) days thereafter.

Section 4. The Union agrees to defray the cost of such dues deductions by payment of ten dollars (\$10.00) each month which shall be remitted once a year. At such time the City is able to deduct dues on a biweekly basis, the Union agrees to defray the cost of such dues deductions by payment of ten dollars (\$10.00) each pay period which shall be deducted from the dues deduction monies accumulated during each pay period.

Section 5. The effective date for deducting dues shall be the beginning of the pay period following the date the Dues Deduction Form is received by the City from the Union. The effective date for stopping of dues deduction shall be at the beginning of the pay period following notification by the Union.

Section 6. The Union will indemnify, defend, and hold harmless against any claims, suits, orders, or judgments brought or issued against the City based on any payroll deductions of dues as provided for in this Article.

Section 7. The Union agrees that no employees will collect or attempt to collect dues or assessments at any time during working hours on the City's property.

Section 8. No deductions shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount to be deducted.

**ARTICLE 10 – VACANT**

**ARTICLE 11 - UNION STEWARDS**

Section 1. Stewards - Union stewards shall be appointed by the Union from each of the designated locations to represent employees in that specific location and shift as follows:

Police Department	3 Stewards
Parks and Recreation Department	<del>3</del> <u>4</u> Stewards
Public Works Department	6 Stewards
Fire-Rescue Department	2 Stewards
<del>Parking and Fleet Services</del> <u>Transportation and Mobility</u>	2 Stewards
<del>Planning and Zoning</del> <u>Sustainable Development</u>	<del>4</del> <u>3</u> Stewards
Finance	1 Steward
<del>Business Enterprises</del>	<del>1</del> Steward
<del>Building Department</del>	<del>2</del> Stewards
<del>Economic Development/PIO/Info Systems/Procurement</del>	1 Steward

Section 2. Chief Steward - The Union will select a Chief Steward who shall be permitted to process grievances and other Union business at any work site when the assigned steward is absent or 1 if no steward has been assigned to an area. The Chief Steward shall process Grievances of steward(s) in Step 1 and in Step 2.

Section 3. Eligibility - Each steward or Chief Steward shall be an employee in the Bargaining Unit.

Section 4. Notice to City - The President of the Union Local or designee shall advise the City's ~~Employee Relations~~ Human Resources Director or designee, in writing, of the names of the stewards (and their assignments), the Chief Steward, and all other officers of the Union Local. Appointment as steward or Chief Steward shall not become effective until the ~~Employee~~

Relations Human Resources Director or designee receives written notice from the President or designee of the Local of the appointment specifying the dates of such appointment. No steward will be granted time off from his/her job for any reason except as provided in Article 19, "Grievance Procedure", or elsewhere in this Agreement and unless the City is properly notified according to this Section.

Section 5. Neither stewards nor Union representatives shall conduct any Union business during working time, except as provided elsewhere in this Agreement.

Section 6. The Union agrees that no employee, steward or any other person or persons shall solicit membership or non-membership, collect Union monies or discuss Union matters, or distribute Union materials during working hours nor shall such Union business interfere with the work assignment of the steward involved or the work assignment of other employees.

Section 7. Under no circumstances may a steward present a grievance while being paid at an overtime rate. Stewards are subject to all of the City's rules, regulations and policies regarding the conduct of employees of the City which are available in each department.

## **ARTICLE 12 - BULLETIN BOARD**

Section 1. The Union shall be provided with partial use of suitable bulletin boards so designated in each department by the respective department head. The Union, if it so desires, may provide a bulletin board of standard size, for its own exclusive use in keeping with the decor of the above locations and with the approval of the respective department head.

Section 2. The Union agrees that it shall use space on bulletin boards provided for in the above section only for the following purposes:

- 2.1 Notice of Union Meetings
- 2.2 Union elections
- 2.3 Reports of Union Committees
- 2.4 Rulings or Policies of the Union
- 2.5 Recreational and social affairs of the Union
- 2.6 Notices by Public bodies.
- 2.7 Union may use City e-mail to notify members of Union meetings.  
Notification shall only state date, time and location of meeting.

Copies of all materials, notices or announcements shall be submitted to the ~~Employee Relations Office~~ Human Resources Department before they are posted.



Section 3. Under no circumstances shall the Union or any member of the Bargaining Unit post any notice or other document containing material of a political nature or material tending to directly or indirectly disparage the City of Fort Lauderdale or any elected or appointed official or employee of the City. Any violation of this Section shall entitle the City to remove immediately such materials from the bulletin boards.

### **ARTICLE 13 - INFORMATION REQUESTS**

Section 1. All records shall be made available for inspection in accordance with the provisions of the Public Records Act, Chapter 119, Florida Statutes.

### **ARTICLE 14 - LEAVE OF ABSENCE FOR UNION BUSINESS**

Section 1. The Union may request permission from the City to allow bargaining unit members to spend time away from work to participate in lawful Union business such as attendance at conventions, arbitrations, seminars, conferences and meetings, including Pension Board and City Commission meetings.

Section 2. Requests for permission for a bargaining unit employee to be away from work on official Union business must be submitted in writing to the employee's immediate (non-bargaining unit) supervisor at least five (5) working days prior to the date of such absence. Such requests will not be unreasonably denied.

Section 3. Bargaining unit employees will receive their normal pay and benefits during periods of approved absence on Union business; provided the Union will reimburse the City for the actual cost of such pay and benefits attributable to each employee during such Union business leave.

Section 4. Upon return to work of a bargaining unit employee on approved union business leave, the department will notify the ~~Employee Relations Office~~ Human Resources Department of the total hours the employee was absent on Union business. The City will periodically submit statements to the Union detailing amounts to be reimbursed. The Union will pay such reimbursement amounts to the City within ten (10) days from the date of each statement. If the Union fails to provide timely reimbursement, the City may discontinue the practice of allowing bargaining unit employees to take time off for Union business.

## **ARTICLE 15 - UNION REPRESENTATION AT COLLECTIVE BARGAINING NEGOTIATIONS**

Section 1. The President or designated representative(s) of the Union shall, five (5) working days prior to beginning negotiations, give written notice to the ~~Employee Relations~~ Human Resources Director or designee of the five (5) employees designated to represent the Union in negotiations.

Section 2. The City agrees that representatives of the Union shall be allowed up to three hundred (300) hours time off during working hours without loss of pay for the purpose of negotiating a labor contract with the City of Fort Lauderdale. Any working time beyond three hundred (300) hours required for contract negotiations must be authorized before payment will be made.

Section 3. It is understood that any employee who uses time off as provided in this Section shall give reasonable notice to and obtain permission from the immediate supervisor before leaving work and will report to the immediate supervisor upon returning to work. Such request shall not be unreasonably denied. A time charge authorization form shall be completed and signed for each collective bargaining session by the ~~Employee Relations~~ Human Resources Director or designee and the President of the Union.

## **ARTICLE 16 - SENIORITY**

Section 1.1 Seniority Definition - Seniority as used herein is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority standing shall be based on an employee's continuous, uninterrupted ~~as~~ full-time employment in a permanent position with the City, division, department, or within a classification.

Section 1.2 City Seniority - Each employee will have seniority standing in the City equal to the employee's total, continuous, uninterrupted permanent, full-time service with the City of Fort Lauderdale, dating from the employee's most recent date of such employment.

Section 2.1 Classification Seniority - Each employee will have seniority standing within the employee's current classification equal to that employee's total, continuous, uninterrupted full-time service in said classification within a division or a department dating from the employee's most recent date of employment in that classification. Service in any temporary assignment outside such classification shall be included as such full-time service in said classification.

Section 3.1 Departmental Seniority - Each employee will have seniority standing in the department equal to the employee's total, continuous, uninterrupted full time service within a

given department dating from the employee's most recent date of such employment in the department. If an employee is involuntarily transferred from one department to another, the employee's Departmental Seniority shall equal the employee's total, continuous, full-time service in the City. If an employee voluntarily transfers or is promoted from one department to another, after one year, the employee's Departmental Seniority shall equal the employee's total, continuous, full-time service in the City. If an employee moves from one department to another department, the employee's accrued Departmental Seniority in the previous department will cease to accumulate on the date of the transfer and/or promotion. An employee affected by Article 18, "Layoff and Recall", shall have Departmental Seniority as described in this Section.

Section 4.1 Divisional Seniority - Each employee will be assigned a "home" division and will have seniority standing in that division equal to the employee's total, continuous, uninterrupted full-time service within that given division dating from the employee's most recent date of employment within the division. However, if an employee has been employed in the division for more than one (1) year, the employee's Divisional Seniority shall equal the employee's total, continuous, full-time service with the City. If an employee is permanently transferred to another division, the employee's accrued Divisional Seniority in the previous division will remain in effect, but will cease to accumulate effective on the date of the transfer. Seniority in the new division will date from the time the employee entered the new division. If the employee is retained in the new division for one (1) year, accrued seniority in the previous division will cease and the employee's seniority in the new division shall be based on the total, continuous, full-time service with the City dating, from the employee's most recent date of employment. An employee affected by Article 18, "Layoff/Recall", shall have Divisional Seniority as described in such Article.

~~Subject to staffing requirements as established by the City, shift and vacation pick for Bargaining Unit members in the Detention Division shall be made solely on the basis of the most recent date of continuous, full-time service in the Detention Division. The employee with the greatest length of such service shall have first pick, the employee with the second greatest length of such service shall have second pick, etc.~~

Section 5.1 A new employee who is in the Bargaining Unit shall be considered to be on probation until completion of two hundred fifty (250) actual workdays on the job or twelve (12) months, whichever is greater, during which time the City will have the right to dismiss or retain the employee at its sole, non-arbitrable discretion. During the probationary period, the employee shall not accrue any rights except those contained in this Agreement. Upon expiration of the probationary period, the employee shall be deemed a regular employee and his/her seniority shall date back to his/her date of hire in the permanent position.

Section 5.2 A promoted employee or an employee who is laterally appointed to a classification in which he/she has not served a probationary period shall be considered to be on probation until completion of one hundred twenty-five (125) actual workdays on the job or six (6) months, whichever is greater. If the employee is unable to perform the work available, the employee will

be assigned to fill a vacancy within the job classification previously held within the division or department. If no such vacancy exists, the promoted employee shall displace the employee with the least Classification Seniority in that classification previously held within the division or department. The rights of such displaced employee shall be in accordance with the layoff and recall procedure.

Section 6. Loss of Seniority - An employee's seniority and employment shall terminate when an employee:

- 6.1 voluntarily resigns;
- 6.2 retires;
- 6.3 is discharged;
- 6.4 is absent for three (3) consecutive working days without authorization;
- 6.5 has not worked for the City two (2) years after layoff;
- 6.6 fails to return from an authorized leave of absence within three (3) working days after the date the authorized leave expires;
- 6.7 fails to respond within seven (7) calendar days after the date of service of a certified letter recalling the employee to work;
- 6.8 has not worked for the City for a period of two (2) years;
- 6.9 has been granted a pension disability

Section 7. Adjustment of Seniority - Seniority shall continue to accumulate during periods of paid leave of absence or, in the case of an "on-the-job" injury, during the period an employee receives Workers' Compensation benefits, but in no event more than two (2) years. The seniority of an employee who is on leave of absence without pay shall accumulate only for the first fifteen (15) days of such leave. Seniority shall not accumulate thereafter until the date on which the employee returns to full-time employment in the Bargaining Unit following such leave.

Section 8. Whenever seniority is used for determining comparative status between two (2) or more employees and a tie exists, City Seniority shall decide. If a tie still exists, the status shall be determined by "lot".

Section 9. In the event a full-time, ~~C~~ confidential, management, professional, or supervisory employee is laid off, demoted, or does not successfully complete his/her probationary period in the promoted classification, the employee shall have the right to return to the last permanently held classification based upon his/her seniority standing. All other full-time permanent non-bargaining unit employees shall have the right to return to the last permanently held classification based upon seniority standing ~~only~~ in the event such employee does not successfully complete his/her probationary period in the promoted classification or is subsequently demoted. In the event that such a roll-back causes the bumping of a less senior employee in the lower rank, that employee shall be processed in accordance with the layoff provision of Article 18, Layoff/Recall.

Section 10.1 Unless otherwise modified by the City and Union, Public Safety Aides in the Police Department shall exercise shift and vacation pick solely on the basis of the most recent date of continuous full-time service in the Police Department. The employee with the greater length of such service shall have first pick; the employee with the second greater length of such service shall have second pick, etc.

Section 10.2 At the time of the annual shift pick, Public Safety Aides will be allowed to select district assignments. District selections will be based upon employee preference and continuous full-time service in the Police Department.

Section 10.3 In addition, during the period of the annual shift pick, employees will be allowed to select days off. The selection of days off will be based upon employee preference and full-time continuous service in the Police Department.

Section 10.4 The annual selections outlined in this section shall not apply to probationary Public Safety Aides. Following successful completion of their probationary period, employees shall be eligible to participate in the next annual selections as outlined in this agreement.

Section 10.5 In recognition of the City's right to determine the mission of the Police Department, the Union agrees that it is the City's sole right to determine the number of personnel allocated to any particular shift, district, days off, or assignment, and to alter the composition and hours of any shifts, districts, or assignments when it is in the Police Department's best interest to do so.

Section 10.6 Because Public Safety Aides are essential to the community-policing program, the Police Department reserves the right to make assignments based on operational needs.

Section 11.1 Unless otherwise modified by the City and Union, Ocean Rescue Lifeguards in the Fire Department shall exercise vacation pick solely on the basis of the most recent date of continuous full-time service in the Ocean Rescue Division. The employee with the greater length of such service shall have first pick; the employee with the second greater length of such service shall have second pick, etc.

Section 11.2 At the time of the annual tower pick, Ocean Rescue Lifeguards will be allowed to select tower assignments. Tower selections will be based upon employee preference and continuous full-time service in the Ocean Rescue Division.

Section 11.3 In recognition of the City's right to determine the mission of the Fire Department, the Union agrees that it is the City's sole right to determine the number of personnel allocated to any particular shift, tower, days off, or assignment, and to alter the composition and hours of any shifts, towers, or assignments when it is in the Fire Department's best interest to do so.

Section 11.4 Because Ocean Rescue Lifeguards are essential to the community public safety program, the Fire Department reserves the right to make assignments based on operational needs.

## **ARTICLE 17 – UNION VISITATION**

Section 1. Where it is reasonable and necessary for an Agent of the Union other than an employee on the shift to enter the City's property or buildings to investigate a previously filed grievance or to conduct other Union business, such Agent shall arrange a mutually agreeable date, time and procedure with the appropriate City official for such visit and shall notify the ~~Employee Relations~~ Human Resources Director or designee of such arrangements. The agent may process grievances at Step 3 and Step 4 or process a grievance of the Chief Steward.

## **ARTICLE 18 - LAYOFF/RECALL**

Section 1. When the City determines that a layoff is necessary within any department, the department head shall determine which positions in the department are to be eliminated and the employees within the department will be laid off by classification in inverse order of seniority as designated below.

Section 2. Employees affected by layoff who have the requisite seniority, skill, and ability shall bump laterally or downward under the following conditions:

- A. The affected employee must have the requisite skill and ability to perform the work available. Determination of the ability to perform the work available shall be made by the Director of Human Resources. An employee shall have the right to grieve such determination.
- B. Employees in non-exam positions will have placement rights only to non-exam positions. Employees in exam positions will have placement rights to exam and non-exam positions, in accordance with the classification series referenced in Appendix I.
- C. Employees will not have placement rights to positions higher than their regularly assigned classification's pay range.

Section 3. Bumping and layoff procedures shall be in the following manner:

- A. When an employee is affected by layoff, the employee shall bump laterally or downward into the next lower classification covered by this Agreement within the classification series within the department, provided the employee has more Departmental Seniority than the employee with the least Departmental Seniority in that classification. If such a bump is not available, the employee shall bump into any other lower classification covered by this Agreement in the same classification series within the department using the same procedure.

- B. If the affected employee, due to lack of seniority or ability to perform the work, is unable under Section 3 (A) above to bump into a lateral or lower classification, the employee shall bump laterally or downward into any classification previously held in the department covered by this Agreement using the seniority procedure specified in (A) above. If such a bump is not available, the employee shall bump into any lower level classification covered by this Agreement in the department and classification series of the position previously held using the same procedure.
- C. If the affected employee is unable under Section 3 (A) and (B) above to bump into a position, he/she shall be assigned to any Bargaining Unit position vacancy which is the same or less than the employee's regularly assigned classification pay range.

When there are no remaining authorized vacancies, any remaining displaced employee shall replace the employee with the least City Seniority then working in any Bargaining Unit position which is the same or less than the employee's regularly assigned classification pay range. The replacing employees shall be paid in accordance with the provisions of Sections 5.1 and 5.2.

- D. A displaced employee shall be assigned to a vacant position in the classification before bumping an incumbent employee from that classification. If the employee declines to accept the assignment, the employee shall be immediately placed on layoff.
- E. Employees exercising bumping privileges shall be given up to twenty (20) working days to prove their ability to perform the work available. In the event an employee is unable to perform the work available, the employee will be laid off.
- F. If an employee is displaced into a position in a classification or classification series which he/she has not previously held, he/she must successfully complete the probationary period for that classification.

Section 4. An employee shall be given fourteen (14) calendar days notice of layoff. A copy of such notice shall be forwarded to the Union's official address. The seniority of an employee on layoff shall be frozen as of the date of layoff and shall begin again on the date the employee returns to work.

Section 5.1 When, as a result of a reduction of force as provided in Section 2, an employee is assigned to a position within the "home" department with a lower pay range, the employee's rate of pay shall be maintained without reduction for thirteen (13) pay periods. Thereafter, the employee shall be paid the appropriate rate of pay which is closest to his/her present rate of pay. However, if such employee has eight (8) or more years of service as of the date of reassignment in the employee's "home" department and the employee's current rate of pay is higher than the maximum of the range for the position to which assigned, the employee's



current rate of pay shall be maintained for twenty-six (26) pay periods. Thereafter, the employee shall be placed at the maximum of the appropriate pay range.

Section 5.2 A displaced employee assigned to a position in another department shall be paid in the appropriate pay range at the rate of pay which is closest to his/her present rate of pay.

Section 6. A displaced or laid off employee shall be placed on a recall list by department classification series in the inverse order of City Seniority.

- A. Employees on such recall lists shall have the rights to a position in a classification within the department from which they were displaced or laid off or to any lower level classification in the same classification series in the department provided they have the ability to perform the work available.
- B. Such recall list will remain in effect for a displaced or laid off employee for a period of ~~two~~ one (1) years after the effective date of the displacement or layoff.
- C. In the event an employee on a recall list refuses an offer of employment in a lower classification for which the employee has seniority rights, the employee shall forfeit recall rights to such classification; if the employee refuses an offer of employment in the classification from which the employee was initially furloughed, the employee shall forfeit all recall rights.

Section 7.1 When an employee is laid off, such employee may request consideration to replace a temporary employee outside the Bargaining Unit then working in a lateral or lower level classification. Such request shall be granted provided the laid off employee has, at the time, the ability to perform the work. If the laid off employee is assigned to such temporary position, the employee will continue to maintain the status of employee on layoff but will be paid the rate of pay and benefits established for the temporary position.

Section 7.2 Any employee on layoff status shall have the rights, benefits and status as provided in this Agreement restored when recalled to work and shall remain a member of the Bargaining Unit.

Section 7.3 An employee on authorized leave at the time the layoff is implemented shall retain rights as provided in this Article during such leave, but for not more than thirty (30) calendar days. If such employee is off for more than thirty (30) calendar days and is unable to report to work when recalled by the City or is unable to perform the work available, the employee shall be considered to be on temporary leave.

Section 7.4 If an employee is unable to return to work when recalled because of physical or mental illness but subsequently recovers prior to ~~two (2)~~ one (1) years following the day of layoff, at that time the employee shall be permitted on the basis of City Seniority to replace the

employee with the least City Seniority then working anywhere in the City, provided the laid off employee has the ability to perform the work available. The replacing employee shall be paid in accordance with Sections 5.1 and 5.2. If the employee is unable to return to work when recalled because of physical or mental disability, the employee shall retain all rights provided under the Employee's Pension Plan or under the law.

Section 8. Upon recall as provided in Section 7.1, an employee shall be restored to at least the employee's former rate of pay in the appropriate pay range if returned to the employee's former classification. If the employee is recalled to the department in a different position, the employee shall be paid in the appropriate pay range at the rate of pay that is closest to the former rate of pay.

Section 9. A probationary employee with less than one (1) year of City service will be laid off before any permanent, full-time employee with established seniority, provided that such employee with seniority has, at the time, the ability to perform the work available.

Section 10. An employee on layoff may continue enrollment in the current comprehensive health care program provided the employee pays the entire monthly premium in advance without contribution by the City of Fort Lauderdale for up to ~~two (2)~~ one (1) years following date of layoff.

Section 11. When a department head has determined that any employee is to be laid off in accordance with the provisions of Section 1 of this Article, the City will, to the best of its ability, notify the Union representation of the name, department, classification, City and Departmental Seniority, and disposition of the affected employee prior to implementing such layoff.

Section 12. In the event an employee is laid off due to subcontracting, and the employee has five (5) or more years of service, and accepts a position in another classification in accordance with this Article, the employee shall be given two (2) weeks training in the job.

## **ARTICLE 19 - GRIEVANCE PROCEDURE**

Section 1. A grievance is defined as a dispute between the City and one (1) or more of its employees concerning the interpretation or application of or compliance with this Agreement, including disputes regarding discipline.

Section 2. Should a grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance promptly. Grievances involving discipline shall follow the procedure established in Section 3 of this Article. All other grievances including those involving oral and written reprimands shall be processed in accordance with the following procedure:

**Step 1.** An employee shall present and attempt to resolve any grievance with the immediate supervisor. A Union steward may be present if so requested. Discussion will be informal for the purpose of settling the dispute in the simplest and most direct manner. The decision of the immediate supervisor shall be given orally to the employee no later than ten (10) working days after the discussion.

**Step 2.** If the grievance has not been resolved to the satisfaction of the employee at Step 1, the grievance may be reduced to writing on the regular grievance form, signed by the employee and presented to the employee's division head or designee not later than ten (10) working days after the immediate supervisor's response was rendered at Step 1. If the grievance involves more than one (1) employee, the Union will identify by name all of the aggrieved employees prior to proceeding to Step 3. Any resolution of the grievance shall be limited to those employees who have been named or designated on the grievance form. The division head or designee shall conduct a meeting with the affected employee(s) and/or Union steward within ten (10) working days of receipt of the grievance and shall reply to the affected employee(s) and the Union steward, in writing, of the decision within ten (10) working days after the close of the meeting.

**Step 3.** If the grievance is not settled to the satisfaction of the employee(s) at Step 2, the decision may be appealed by presenting the written grievance to the employee's department head or designee not later than ten (10) working days after receipt of the division head's decision at Step 2. The department head or designee shall conduct a meeting with the affected employee(s) and/or Union representative within ten (10) days of receipt of appeal. The department head or designee shall render a written decision within ten (10) working days following the close of the meeting and shall provide a copy of the decision to the Union.

**Step 4.** If the grievance is not resolved to the satisfaction of the employees at Step 3, the decision may be appealed to the ~~Employee Relations~~ Human Resources Director or designee ~~Assistant Employee Relations Director~~ not later than ten (10) working days after receipt of the Step 3 decision. The ~~Employee Relations~~ Human Resources Director or designee ~~Assistant Employee Relations Director~~ shall meet with the affected employee(s) and/or the Union representative within ten (10) working days following receipt of the grievance and shall reply in writing within ten (10) working days following the close of the meeting.

- A. The City and the Union hereby agree that this procedure and the arbitration procedure set forth in Article 20 shall be the sole and exclusive method for interpreting and enforcing this Agreement. Except as otherwise provided herein, the Union shall have the exclusive right to represent all employees and to control the submission of grievances to arbitration subject to applicable law. In accordance with its obligation to fairly represent employees, the Union shall be authorized to withdraw, abandon, settle, or refuse to accept any grievance at any time.
- B. For the limited purpose of this Article, a working day shall be from 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed by the City.

- C. The time limits set forth above are to be strictly adhered to but may be lengthened or shortened by mutual agreement in writing.
- D. Representatives of the City and the Union shall acknowledge receipt of grievances by signing and dating the form when presented or received.
- E. Any grievance not advanced by the employees to the next higher step within the time limits provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given. A grievance not answered by the City within the time limits provided shall be automatically advanced to the next higher level within this Article.
- F. No action or matter shall be considered the subject of a grievance unless a written complaint is made within twenty (20) working days of its occurrence or within twenty (20) working days from the time the aggrieved employees became aware or by use of reasonable diligence should have become aware of the cause for complaint. The City shall not be subject to any liability for any period more than twenty (20) days prior to the date the grievance was filed in writing.
- G. A Union Steward shall be permitted to confer with the appropriate supervisor and/or division head under the circumstances defined in Steps 1 and 2 above without loss of pay provided that the City may discontinue payment for such time in case of abuse by the Union representative. A Union steward shall report to the immediate supervisor when stopping work to process a grievance as requested by an employees and shall report back to the supervisor when ready to resume work. If the steward represents more than one (1) location and is required to leave the regular work place to process a grievance, the steward shall report to the immediate supervisor when stopping work, to the appropriate supervisor when arriving at the work place of the affected employees and to the steward's immediate supervisor when ready to resume work. If a grievance involves more than one (1) employee, such employees shall designate not more than two (2) employees to represent the group and, with the steward, shall be permitted to confer with the supervisor an or division head in steps 1 and 2 as provided above. An aggrieved employee will be permitted to confer with representatives of City management as provided in the grievance procedure without loss of pay provided that the City may discontinue payment for such time if this privilege is abused.
- H. In the event that the grievance involves a group of employees who do not have the same immediate supervisor, the grievance shall first be presented to their division head as indicated in Step 2 of this procedure. The subsequent steps of the grievance procedure as outlined in this Article shall then apply.
- I. In the event that the grievance involves a group of employees who do not have the same division head, the procedure shall start with Step 3.
- J. In the event that the grievance involves a group of employees that do not have the same department head, the procedure shall start with Step 4.
- K. The Union shall have the right to file grievances in the fourth step of the grievance procedure in any non-disciplinary matter involving the interpretation or application of this

Agreement, provided, however, that this right shall be strictly limited to those matters where the Union can factually demonstrate:

- (1) that the matter is covered by a provision of the Agreement; and
- (2) that the matter involves the interpretation or application of that provision; and
- (3) the grievance does not seek to add to or subtract from any provision of the Agreement; and
- (4) the subject matter of the grievance is general in nature, having application to a majority of the members of the unit.

Section 3. If the grievance has not been satisfactorily resolved under this procedure, the Union may proceed to arbitration as set forth in Article 20, Arbitration, provided that unless the Union has refused to represent the employee solely because he is not a member of the Union, the Union shall control the processing, withdrawal or prosecution of the arbitration.

Section 4. Any employee charged with the commission of a crime who pleads nolo contendere, or whose adjudication is withheld shall be considered as having plead guilty.

Section 5. Mediation

1. Based upon mutual consent of the parties, the City and the Union may submit specific grievances to mediation prior to proceeding to Arbitration as provided in Article 20.
2. The recommendation of the Mediator will be binding on the parties only if the City and Union both concur with the findings. Either the City or the Union may reject the mediator's recommended solution and proceed to arbitration.
3. The costs, if any, for mediation, will be shared equally by the parties to this agreement.

**ARTICLE 20 - ARBITRATION**

Section 1. A request for arbitration shall be made by the Union within the (10) working days after the final answer of the City under Article 19 or final decision of the City Manager under Article 21, Section 3.5. If no timely request for arbitration is received within ten (10) working days, the grievance or disciplinary action challenge will be considered by all parties to have been withdrawn and settled based on the City Manager's answer.

Section 2. The Union, at its own expense, will request a panel of not less ~~that~~ than seven (7) choices from Federal Mediation and Conciliation Service (FMCS). In the event that either party, before any striking of names occurs, feels that the panel is unsatisfactory, that party shall have

the right to request one (1) additional panel. The Union will be responsible for any fees associated with additional panels requested. The arbitrator shall thereafter be selected from the panel of arbitrators by alternate striking of names until one (1) name remains. The Union shall strike the first name. The parties will thereupon notify FMCS, who will notify the arbitrator of the appointment.

Section 3.0 The arbitration shall be conducted under the rules set forth in this Agreement and shall proceed as follows:

Section 3.1 Upon notification of appointment, the arbitrator shall communicate with the parties as soon as practicable to arrange for the date and place of hearing; or, if questions of material fact are not at issue, to arrange for the joint submission of stipulations of fact and relevant documentation concerning the grievance.

Section 3.2 The arbitrator shall have exclusive jurisdiction and authority to resolve grievances as defined in this Agreement. The arbitrator shall have the authority to issue subpoenas enforceable in any court of competent jurisdiction and shall administer oaths to all witnesses testifying in any proceeding.

Section 3.3 The arbitrator shall have no power to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

Section 3.4 The arbitrator shall have no power to consider or rule upon any matter which is stated in the Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement or which is not covered by this Agreement.

Section 3.5 The parties agree that only evidence presented at a hearing at which both parties had the opportunity to cross examine witnesses and rebut any testimony or evidence shall be considered by the arbitrator.

Section 3.6 Upon timely notice prior to the scheduling of hearings and when mutually agreed, consolidation of one (1) or more grievances based upon similar circumstances for hearing and resolution before the same arbitrator shall be permitted.

Section 3.7 The arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the final hearing. The findings of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be final and binding on the parties. The arbitrator's decision shall be in writing, and shall set forth the arbitrator's findings and conclusions on the issues submitted unless otherwise agreed in writing by the parties.

Section 3.8 Except in disciplinary cases, the party claiming misinterpretation or misapplication of this Agreement shall have the burden of proving its contention.

Section 4. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the arbitrator is to determine disputed interpretations of terms and conditions of employment actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator, therefore, shall not have the authority, nor consider it the arbitrator's function, to include in the decision any issue not submitted or to so interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision which, in practical or actual effect, modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practices of the parties in interpreting or applying terms of the Agreement can be relevant evidence but may not be used so as to justify or result in what is, in effect, modification (whether by addition or detraction) of the written terms of this Agreement.

Section 5. The costs for the services of the arbitrator shall be shared equally by the parties to this agreement. The parties shall bear the costs of their own representatives and witnesses. Either party to this Agreement desiring a transcript of the arbitration hearing shall be responsible for the cost of such transcript. If either party to this Agreement requests postponement of a previously scheduled arbitration resulting in a postponement charge, the party requesting the postponement shall pay such charge. A postponement charge resulting from a joint postponement request shall be shared equally by the parties.

## **ARTICLE 21 - DISCIPLINE AND DISCHARGE**

Section 1. Except as provided in Article 16 of this Agreement regarding probationary employees, employees may be disciplined only for cause involving deficiencies in performance and/or deficiencies in conduct. Actions shall include the following:

1. Written Counseling
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

A written counseling may be used to memorialize deficiencies in performance or conduct, but shall in no event be considered a disciplinary action for purposes of this Agreement. A written counseling may be appealed within ten (10) working days after receipt only to the next level in the chain of command above the issuing authority. There shall be no further appeal.

The department head shall be the final appeal for a written reprimand. Upon being issued a written reprimand, the employee may request an appeal within ten (10) working days or the reprimand will be considered finalized. The department head has ten (10) working days to respond to such appeal.

Section 2. Whenever possible, discussions concerning disciplinary matters shall be conducted in a private manner so as not to embarrass the employee.

Section 3. When disciplinary action other than a written reprimand is taken or contemplated, the department head shall meet with the employee and/or the Union representative, if so requested by the employee. The City shall provide a written notice of:

1. the reason for the discipline;
2. the specific deficiencies in performance and/or conduct and the rules or regulations that have been violated, if any;
3. the penalty;
4. the effective date of the penalty;
5. the time limitation on hearing date.

Section 3.1 Except as provided in Article 16 of this Agreement regarding probationary employees, disciplinary action may only be taken for cause when an employee is determined to be unsatisfactory because of deficiencies in performance and/or deficiencies in conduct. When disciplinary action other than a written reprimand is taken or contemplated, the affected employee(s) shall be informed in writing either prior to or at the time the action is taken of (1) the reason for the discipline; (2) the penalty assessed; and (3) the effective date of the penalty. Counseling, which has as its objective improved performance or attitude on the part of the employee(s), shall not be considered a disciplinary action.

Section 3.2 If discipline is contemplated, the department head shall meet with the employee and/or the Union representative if so requested by the employee and shall provide the written notice described in 3.1 above, which shall include the notice that the employee may request a hearing on the matter within ten (10) working days if the employee feels that the disciplinary action is unwarranted. If the employee does not request such hearing within ten (10) working days, the hearing shall be considered waived and shall be considered an acceptance of the disciplinary action.

Section 3.3 If a written request for a hearing from the employee(s) is received within ten (10) working days, the department head shall schedule such hearing within ten (10) working days after the request is received. The employee shall have the right verbally or in writing to explain his position regarding the reasons for possible disciplinary action. At the request of the employee, the date for the hearing may be continued beyond the ten (10) working days after the request for a hearing is received.



Section 3.4 Failure of the employee to appear at such scheduled hearing shall, except for good reason, be considered a waiver of the desire for a hearing, and shall be considered an acceptance of the disciplinary action.

Section 3.5 The department head, within ten (10) working days following the close of the hearing, will submit to the City Manager a recommendation for action. Within ten (10) working days after receipt of that recommendation, the City Manager will issue a final decision in the matter in writing, a copy of which will be delivered to the employee and/or the Union representative.

Section 3.6 In considering a disciplinary recommendation, the department head may take into account past disciplinary action, prior conduct and the employee's employment record.

Section 3.7 If disciplinary action to suspend without pay, demote, or terminate is taken by the City Manager which the employee considers to be unwarranted, the employee may submit the disciplinary action to arbitration pursuant to Article 20 provided that unless the Union has refused to represent the employee solely because he is not a member of the Union, the Union shall control the processing, withdrawal or prosecution of the arbitration.

Section 3.8 Any regular employee may be immediately suspended without advance notice where the giving of such notice could result in damage to the City or to private property, injury to the employee, a fellow employee, or the general public. Further the employee shall be subject to immediate termination subject to due process requirements of applicable law.

Section 3.9 If the City Manager rescinds and/or modifies the disciplinary action, a loss in pay, if any, will be corrected.

## **ARTICLE 22 - BASIC WORKWEEK AND OVERTIME**

Section 1. With the exception of continuous operations and refuse collection activities, the normal workweek shall consist of five (5) consecutive eight (8) hour workdays and forty (40) hours per week which may be interrupted by an unpaid lunch period. The normal workweek shall consist of forty (40) hours, however the parties, by mutual agreement, may agree to work schedules in specific work units that may vary from the normal five (5) consecutive day, eight (8) hours per day workweek.

The normal workweek for employees covered by this Agreement who are in a continuous operation shall consist of eight (8) hours per day and forty (40) hours per week. It is understood that in continuous operations the workweek shall not necessarily consist of five (5) consecutive workdays.

For purposes of this Agreement, continuous operation is any division which operates on a seven (7) day a week, twenty-four (24) hour basis.

Section 2. All authorized and approved work performed in excess of forty (40) hours in any one workweek shall be considered as overtime and shall be paid (unless the employee is granted compensatory time off) at the overtime rate of one and one-half (1-1/2) times the employee's regular, hourly rate of pay. Compensatory time is time earned at one and one-half (1-1/2) times the overtime hours worked by an employee. The choice of compensatory time off or overtime pay shall be at the employee's option unless that compensatory time off would interfere with the operational needs of the department involved or there are insufficient funds to pay overtime. Accrued unused compensatory time off may not exceed forty (40) hours. Once the forty (40) hours compensatory time maximum accrual has been reached, employees required to work in excess of forty (40) hours in a designated workweek shall be paid overtime at the time and one-half rate. Accrued compensatory time must be used within six (6) months of the accrual date or shall be paid at the applicable overtime rate of pay.

Section 3. With the exception of paid sick leave or any paid leave of absence, which is not considered as hours worked, for the purposes of overtime computation, holidays, and vacation leave, ~~or any paid leave of absence~~ shall be considered as time worked.

Notwithstanding the above, overtime opportunities within the Parks Department for special events (e.g. the Air & Sea Show, Tortuga, Fourth of July Celebration, the Great American Beach Party) will be made available on a first come, first served basis. Employees interested in working a special event shall request in writing that his or her name be added to the appropriate overtime list. Overtime selections will be made in the order in which the names appear on the list. However, departmental management may take into consideration any specialized knowledge, skills, abilities, or expertise needed to work the special event and may skip over names in order to select an employee with the appropriate knowledge, skills, abilities, or expertise. An employee who is selected to work a special event, but fails to report to work, will be denied the opportunity to work another special event for six (6) months.

Section 4. Employees may be required to work overtime as scheduled. Overtime will be distributed equitably among employees in their particular job classification, in their organizational units, (i.e. major shop areas, department, shift, section, etc.) as far as the nature of the work permits. Although temporary imbalances in the distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of departmental management to distribute overtime fairly and equitably over an extended period of time. Departmental management will maintain overtime records and will make such information available to a Union representative upon request.

Section 5. There shall be no split shifts.

Section 6. Pyramiding of Rates - In no event shall the overtime or premium pay provided under this Agreement be pyramided. Thus, if two (2) or more overtime or premium pay provisions are applicable to the same hours of work, only the applicable provision yielding the largest amount shall satisfy the requirements of all other pay provisions.

Section 7. An employee declining overtime shall be credited with the overtime worked by the employee accepting or assigned to the overtime for equalization purposes. Employees may be passed over in order to comply with equalization objectives. If an employee volunteers for overtime work or is mandated to work an overtime assignment, he/she must report to work as if reporting on a regularly scheduled workday. Failure to so report will result in appropriate disciplinary action.

~~Section 8. Upon mutual agreement between the City and Union, the Pipe Crew will convert to a five (5) day eight (8) hour work schedule for a workweek which includes a fixed date holiday.~~

~~Section 9. If the City resumes Bulk Trash service, the City and Union agree to discuss a Task Incentive Program.~~

## **ARTICLE 23 - REST PERIOD**

Section 1. Employees shall be allowed one (1) necessary relief or rest period per one-half (1/2 shift (workday)) provided:

- A. The time and length of break is determined by the employee's supervisor, with the understanding that the employee shall receive no shorter break than at present nor more than fifteen (15) minutes.
- B. The granting of the break does not adversely affect or interfere with the operation of the City or the service to the public.

Section 2. The purpose of granting the breaks is to relieve fatigue and mental strain on the job; therefore:

- A. combining two daily breaks into one (1) thirty (30) minute break is not permitted;
- B. using breaks to lengthen lunch hours, to cover tardiness or to leave work early is not permitted;
- C. accumulating breaks from day to day is not permitted.

## **ARTICLE 24 - LUNCH PERIOD**

Section 1. All employees covered by this Agreement, except as in Section 3, shall be granted a lunch period of not less than thirty (30) minutes, which shall be without pay.

Section 2. The scheduling and length of the lunch period shall be determined by departmental management to meet the demands of the department or any subdivision thereof. However, lunch periods shall be scheduled approximately four (4) hours after the employee begins the shift.

Section 3. The parties are aware of the divergent operational requirements of the City and that, in some instances, an employee(s) may not be granted a lunch period, while others may be permitted to eat lunch while at their workstations.

## **ARTICLE 25 - JOB OPPORTUNITIES**

### **A. Non-Exam Classifications**

Employees may submit applications to the Human Resources Department, on a continuous basis, for classifications for which they meet the minimum qualifications. The applications will be dated and timed stamped upon receipt in the Human Resources Department and upon review and deemed qualified, the employee will be placed on a Department eligibility list. The City will maintain a continuous list of eligible candidates by seniority for each Department. The employee must be on the department's eligibility list at the time of the vacancy. The Department will then fill the vacancy as outlined below:

Section 1. If the City determines to fill a non-exam classification job, as listed in Appendix A, the first consideration shall be given to filling the job by voluntary or involuntary demotion or by lateral transfer of qualified employees within the department based on the determination of who is best qualified to perform the work.

Section 2. If not filled under #1 above, consideration shall be given to filling the job by employees who are on layoff status.

Section 3. If not filled under #1 or #2 above, the City shall first fill the vacancy as a promotion with the applicant who has the longest continuous service in the department, providing the applicant has the ability at the time to perform the work. If the first employee on the list is not interested in this promotion, the hiring authority will continue down the Department list in sequential order until the position is filled. If all employees on the Department's eligibility list reject this opportunity, the Department will notify Human Resources via a memo to the Human Resources Director and the vacancy will be filled as outlined in Section 4 of this Article.

Section 4. In the event that there is no selection under #3 above, the City shall fill the vacancy citywide with the applicant who has the longest continuous service in the City, provided that the applicant has the ability at the time to perform the work. Applicants citywide may be in a higher class, the same class, or a lower class as the vacancy, which is filled through the citywide posting.

Section 5. To be eligible as an applicant for a voluntary demotion or lateral transfer employees must submit their request for same to the City's Human Resources Department. Employees must specify if they are requesting voluntary demotion or transfer within their department or citywide as well. The official lists of employees seeking voluntary demotions or lateral transfers will be maintained in the City's Human Resources Department and not within each given department.

Section 6. Upon promotion, the employee shall receive a five percent (5%) increase in pay, or the minimum of the pay range to which promoted, whichever is greater.

Section 7. It is agreed that every employee shall have the right to apply and be considered for any position in the classified service, but it is agreed that continuous service need not be considered in filling any position outside the Bargaining Unit or in filling exam classifications except as provided in Section B of this Article.

Section 8. An employee on unpaid or paid leave due to injury or illness may be offered the position, based on sequential order, however the employee must be able to return to full duty on the date the vacancy will be filled by the Department.

Section 9. Once an employee is promoted into a promotional non-exam position, the employee shall not be eligible for another promotion within the non-exam positions for seven (7) months.

Section 10. If an employee is promoted and the effective date of the promotion is within two (2) months of an anniversary date for Performance Evaluation purposes (where an actual pay increase is normally warranted and possible), such fact shall be taken into consideration, provided that the employee's supervisor agrees that the employee would have been rated at least satisfactory, and the promotional increase as provided above shall be adjusted by an additional three percent (3%) but not to exceed the maximum of the range to which promoted.

Section 11. The City may require the most senior bidding employee to take a practical performance test to determine ability at that time to perform the work. Further, the City may take into consideration the employee's prior work history as it relates to the responsibilities of the position sought.

Such practical performance test shall be conducted in the presence of the foreman and/or supervisor in the area of assignment. A Union representative may be permitted to observe the practical performance test only in the event that the employee to be tested requests a Union representative on the day notice of the test date is provided to the employee. The provisions of Article 10, "Time Pool", shall apply in these circumstances.

## **B. Exam Classifications**

If the City determines to fill an exam classification job, such job shall be filled on the basis of relative merit and fitness. Relative merit and fitness shall be ascertained by examination and assessment activities which shall be prepared by or under the direction of the Director of Human Resources. All examination and assessment activities shall be impartial and shall relate to those matters which will fairly evaluate the capacity and fitness of applicants to discharge efficiently the duties of the position to be filled.

Section 1. Classifications requiring examinations are listed in Appendix A. New or revised classifications shall be added to the list after consultation with the Union.

Section 2. Any employee who is interested in an exam classification position may complete and submit an electronic Interest Form to via the Human Resources Department online applicant tracking system. ~~Such form shall be mailed to the employee when an announcement is posted for that job classification. The employee will be notified by the online applicant tracking system when an announcement is posted for that job classification.~~ The employee must apply for the posted classification within the timeframes and directions posted.

Section 3. When the City determines that a permanent vacancy exists in an exam classification, an employee on layoff status who has the qualifications for the position and who passes the examination(s) shall be appointed to the vacancy before other eligibles. An employee on layoff status shall be responsible for filing an application Interest Form for each such exam classification for which the employee claims to be qualified.

Section 4. The City agrees that it will continue to post consolidated position vacancy announcements for exam classification positions. A copy of every consolidated announcement posted will be sent to the Union electronically at the time of posting. The closing date for receipt of applications for Bargaining Unit positions shall not be less than two (2) weeks from the date of posting of the initial announcement.

Section 5. Examination Components, Appendix A lists:

- a. Classifications
- b. Types of examination or assessment activities required
- c. Weighting of examination or assessment components

The above examination components listed in Appendix A do not apply for entry-level positions or any other positions filled on a non-promotional basis.

Section 6. Unless otherwise provided within this Agreement, Eligible Lists established shall have a maximum length of two (2) years. If a list contains less than five (5) candidates who have expressed interest in appointment to any specific vacancy, the Director of Human Resources may direct that a new list be established.

Section 7. The promotional examination system shall include the following:

- a. If a written examination is utilized, it shall be administered to all candidates on the same date, time, and location except for Continuous Examinations and/or candidate pools exceeding sixty (60) and/or situations where employees are appointed either Provisionally or Provisionally by reallocation.
- b. Scoring of examinations shall be the responsibility of the Director of Human Resources, and appropriate scientific techniques and procedures shall be utilized.

- c. All candidates will be notified by email ~~first class mail~~ of their individual examination assessment results.
- d. If the assessment process includes both a written examination and Oral Panel Interview, only candidates receiving passing scores on the written examination shall be eligible to proceed to the panel interview step.
- e. If an Oral Panel Interview is utilized in the assessment process, the Director of Human Resources, in consultation with job content experts, shall determine the membership of three (3) rating panel members.
- f. An employee has the right to review their test paper and answer key only. Such employee must make an appointment with a designee of the Director of Human Resources and such request must be made within fourteen (14) calendar days of the date that the Eligible List is created and the candidates notified.
- g. Promotional examination scores shall be weighted in accordance with the table developed in Appendix A to determine a combined score from which a register can be established. The established weights and/or types of examinations utilized may be revised after consultation with the Union.
- h. An Appointing Authority shall have the right to select any candidate within the highest five (5) scores on any Eligible List.
- i. In the event that the Director of Human Resources finds that the number of persons qualified to compete in a promotional examination is five (5) or less, he/she may without further examination, certify as eligible for promotion the names of those persons qualified to the head of the department in which the vacancy exists.
- j. Each component of the promotional examination process which is scored shall be rounded to the nearest whole number, and the final rating shall be also expressed in whole numbers.
- k. Upon promotion, the employee shall receive a five percent (5%) increase in pay, or the minimum of the pay range to which promoted, whichever is greater.
- l. If an employee is promoted and the effective date of the promotion is within two (2) months of an anniversary date for Performance Evaluation purposes (where an actual pay increase is normally warranted and possible), such fact shall be taken into consideration, provided that the employee's supervisor agrees that the employee would have been rated at least satisfactory, and the promotional increase as provided above shall be adjusted by an additional three percent (3%) for a total salary increase of approximately 8% or the minimum of the new pay range, whichever is greater, but not to exceed the maximum of the range to which promoted.
- m. The Director of Human Resources may certify to a vacancy applicants from Eligible Lists of classifications other than the classification of vacancy if, in his/her judgment, the lists are appropriate due to similar qualifications and/or examination and the same or higher classification than the classification of vacancy and there is an insufficient list for the specific classification vacancy.

### C. Scope



Section 1. The promotional procedures established in this Article have no application for any position outside the Bargaining Unit.

Section 2. Notwithstanding the contrary provisions in this Article, bargaining unit members may ~~bid~~/apply for bargaining unit positions that are equal or lower in pay range than the range of their current position.

#### **D. Demotion**

Section 1. An employee seeking a voluntary demotion from one classification to another will receive a pay reduction of five percent (5%), except that under no condition shall the employee exceed the maximum of the range to which demoted. Demotion shall mean the assignment of an employee to a position in a lower classification having a lower maximum salary than the classification from which the assignment is made.

Section 2. If the employee has not served a probationary period in the classification series he/she will be entering, a probationary period of six (6) months will be required. If the employee has served a probationary period in the classification series or is returning to a classification in which he/ she formerly held status, no probationary period will be required.

Section 3. The effective date of the voluntary demotion shall become the employee's new anniversary date for merit increase consideration. If an employee is granted a voluntary demotion, and the effective date of the demotion is within two (2) months of the anniversary date for performance evaluation purposes where an actual pay increase is normally granted and possible, such fact shall be taken into consideration provided that the employee's supervisor agrees that the employee would have been rated at least satisfactory. The decrease provided in Section 1 above shall be adjusted by an additional three percent (3%) upward, but not to exceed the maximum of the range to which demoted.

### **ARTICLE 26 - JOB EVALUATION**

Section 1.1 The City has the right to determine the duties and responsibilities of employees and to establish and amend job classifications. The job description for each job classification shall contain a title, definition, examples of work performed, knowledge, skills, abilities, and requirements.

Section 1.2 The City has the right to allocate an individual position to the appropriate classification on the basis of a study of job content.

Section 1.3 The City shall assign each job classification to an appropriate pay range in accordance with the job evaluation system (~~EQUI-COMP System~~) in effect at the time of ratification.

Section 1.4 A study of an individual position may be initiated by either an employee or the City by filing a ~~P.D. Form 13 or supplement~~ request for reclassification/Position Description Questionnaire. Any request for a study of a position must be on the basis of a change in the position's duties or responsibilities. An employee may initiate no more than one (1) request for job evaluation every twelve (12) months. An employee in a training assignment may not initiate

a request for a job evaluation until after six (6) months of continuous service in the assignment. The employee shall submit the ~~P.D. Form 13 or supplement~~ request for reclassification/Position Description Questionnaire to the immediate supervisor, who shall complete it and route it through channels to the Human Resources Department within thirty (30) calendar days.

If an employee initiates a request for a job evaluation and does not complete and forward the ~~P.D. Form 13 or supplement~~ request for reclassification/Position Description Questionnaire to his/her supervisor within sixty (60) days, such evaluation request shall be denied.

The Human Resource Department will undertake an evaluation of the job content within two (2) months after receipt of the ~~P.D. Form 13~~ request for reclassification/Position Description Questionnaire. When the study is completed, the Human Resources Department will allocate the position to an appropriate classification and/or pay range, upon approval of the City Manager or designee. During the study period, the employee shall be consulted. If, after this allocation, the employee believes that the position has changed sufficiently to warrant an adjustment in classification or pay range, the employee shall notify the Director of Human Resources of the substance of the contention and describe the desired classification and/or pay range in accordance with Section 1.7. The filling of such upgraded position shall not be subject to Article 25, Job Opportunities.

Section 1.51 If, as a result of the study of a permanent position, it is determined the position shall be reallocated to a classification with a higher salary range, and the incumbent employee fully meets the requirements of the classification including any required licenses, certifications, or performance skills and abilities, the incumbent employee may be permanently appointed to the reallocated position and shall be subject to successful completion of a probationary period. This probationary period shall be for one hundred twenty-five (125) actual workdays on the job or six (6) months, whichever is greater. If the employee fails to successfully complete the probationary period, the position shall revert back to the previous classification. If the incumbent employee has not previously passed such performance skills and abilities test(s), the employee shall be tested before the recommended reallocation may become effective. This testing shall be completed as soon as possible, but no later than fourteen (14) calendar days from the date of the recommendation to reallocate the position. The position of an employee who fails to take the test shall not be reallocated. An employee who fails to qualify on the performance test(s) shall be permitted one (1) reexamination no later than fourteen (14) calendar days from the date of the first testing. If the employee fails to qualify upon reexamination, such employee's position shall not be reallocated. The employee may not be considered for reallocation to that particular higher classification for which said employee twice took and failed the examination for a six (6) month period from the date of the second testing. An employee who qualifies on the performance test(s) shall be permanently appointed to the reallocated class and shall be subject to successful completion of a probationary period.

Section 1.52 Before the completion of a reallocation to a classification with a lower salary, the incumbent employee shall be entitled to a vacant position in such incumbent's classification

prior to completion of the study or in a similar classification and to serve therein without change in status. In the event that such a transfer cannot be effected at the time of the reallocation, the incumbent employee shall be assigned to the lower classification. The incumbent, if a regular employee, shall be placed on a reallocation reinstatement list for the higher classification and shall be reinstated to any future vacancies in that classification in accordance with the procedures established in Article 18, "Layoff/Recall".

Section 1.53 When a position occupied by a regular employee is reallocated to a classification in the same salary range and with substantially the same qualification requirements, the Director of Human Resources may grant the incumbent employee status in the new classification.

Section 1.6 Upon publication of a new or revised job description for a job classification, the City shall provide the Union with such new or revised descriptions and the assigned pay range. If the Union objects to the job description and/or pay range, it may file its objections in accordance with Section 1.7.

Section 1.7 The employee or Union shall have up to twenty (20) days from notice of a position allocation decision or receipt of new or revised job descriptions to file objections in writing to the Director of Human Resources. The City agrees that it will meet within fourteen (14) days thereafter to attempt to resolve any differences. If the parties are unable to resolve such differences, the dispute may be submitted to arbitration under Article 20.

## **ARTICLE 27 - SAFETY AND HEALTH**

Section 1. The Union and the City shall cooperate in the enforcement of the City's safety rules and regulations and shall promote sound safety practices for the protection of both the employees and the public with the continuing objective of eliminating accidents and health hazards.

Section 2. Protective devices, wearing apparel and other equipment necessary to protect employees from injury shall be provided by the City in accordance with practices currently utilized by the City. Such practices may be improved from time to time by the City upon recommendation of the City's Safety and Training Division Manager. Such protective devices, wearing apparel and other equipment, when provided, must be used, and the Union agrees that failure by any employee to obey safety regulations and to use protective devices, wearing apparel and other equipment shall be sufficient reason to take disciplinary action up to and including discharge.

Section 3. In the event an employee is transferred or for any reason leaves the employ of the City of Fort Lauderdale, the employee shall return all protective devices, wearing apparel and equipment to the issuing department upon demand or prior to the employee receiving his/her

last paycheck. In the event an employee is promoted, demoted or transferred to another department in the City, the employee shall return all protective devices, wearing apparel, and equipment to the issuing department upon request. If any of the above-mentioned items are lost, damaged, or misused, the employee may be subject to appropriate disciplinary action.

In the event that an employee leaves the employ of the City, the employee shall return all protective devices, wearing apparel and equipment to the issuing department. If any of the above-mentioned items are lost, damaged, or misused, the cost of those items will be deducted from the employee's final check, if necessary.

Section 4. An employee may be relieved of responsibility for assigned protective devices wearing apparel or other equipment necessary to protect the employee from injury that may be stolen, provided that the employee reports the theft to his/her immediate supervisor (an employee outside the Bargaining Unit) and to the appropriate law enforcement agency as soon as the theft is discovered.

Section 5. Representatives of the Union, not to exceed four (4) in number, and of the City, shall meet ~~quarterly~~ at mutually agreed upon times for up to one and one-half (1-1/2) hours to discuss matters of specific issues of safety and health. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting. The City's Safety ~~Manager and Training Coordinator~~ shall act as chairperson of any scheduled meetings.

Section 6. As heretofore, the City agrees that it will provide a safe work place and safe equipment for its employees.

Section 7. The Union and City agree to establish an Accident Review Committee which will consist of at least three (3) management members and three (3) members of the bargaining unit. The guidelines will be contained in the Risk Management Manual. ~~Changes to the Accident Matrix shall be agreed to by both parties.~~

## **ARTICLE 28 - PERSONNEL RECORDS**

Section 1. The Human Resources Department shall maintain an official personnel file for each permanent employee. Such file shall be centrally maintained in an appropriate unit within the Human Resources Department.

Section 2. The official personnel file shall be purged as provided in this Section. Upon completion of an employee's Performance Evaluation and upon request of the employee, any counseling forms received during that period shall be considered purged from the file when it has Attachment 1, respectively, affixed to it. Upon request of the employee, letters of reprimand will be considered purged when it has Attachment 2, respectively, affixed to it, provided the

employee has had no disciplinary action or letters of reprimand during the two (2) years immediately preceding the request.

Section 3. For the purposes of this Article, investigative and/or internal affairs files shall not be construed as personnel records.

Section 4. Each employee shall be permitted to review materials in the employee's official file at reasonable times during normal office hours by making an appointment with any member of the personnel records section.

Section 5. Personnel records, where applicable, shall be maintained in accordance with the Florida Statute, as amended.

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**ATTACHMENT 1**

The attached Counseling Slip has been in full force and affect for the amount of time specified in the Collective Bargaining Agreement.

From \_\_\_\_\_ forward it will be considered by the parties to have been purged as provided for in Article 28 of the Teamster contract.

\_\_\_\_\_

\_\_\_\_\_  
DATE

**ATTACHMENT 2**

The attached written Reprimand has been in full force and affect for the amount of time specified in the Collective Bargaining Agreement.

From \_\_\_\_\_ forward it will be considered by the parties to have been purged as provided for in Article 28 of the Teamster contract.

\_\_\_\_\_

\_\_\_\_\_  
DATE

### **ARTICLE 29 - EMERGENCY MEAL ALLOWANCE**

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

- a. the employee must have worked a minimum of four (4) continuous hours of overtime immediately following the end of a normal eight (8) hour shift; and
- b. there was an exceptional/emergency situation where it was absolutely impossible to allow the employee a meal break; and
- c. the employee will only be reimbursed for the exact cost of the meal (with receipt) up to a maximum of six dollars (\$6.00).

### **ARTICLE 30 - TRAINING TIME**

Section 1. Time spent by an employee who is authorized with prior approval by the City to attend a course, lecture, or meeting, which directly relates to the employee's work shall be considered hours of work.

Section 2. Any tuition or fee for such required course shall be paid by the City.

### **ARTICLE 31 - CLOTHING AND SAFETY SHOES**

Section 1. The City will furnish and employees will be required to wear uniforms of the type, design and color as determined by the City for employees in positions where uniforms are required.

Section 2. The City will provide and each employee will be permitted to retain five (5) uniforms and replacements thereafter up to a maximum of five (5) per year will be made upon the return of a uniform which is worn out. All such uniforms shall remain the property of the City and each unit employee may be required to return such issued uniforms upon termination of employment.

Section 3. Employees shall give reasonable and proper care to such apparel and shall be required to keep them clean and in proper condition.

Section 4. Five (5) uniforms for a new employee shall be supplied within thirty (30) days after the employee begins work except where uniforms are not available.

Section 5. Employees shall wear such uniforms only when on duty.

Section 6. An employee transferred to another department may be required to return all issued uniforms at the time of transfer; in which event, new uniforms will be issued to the employee by the department to which transferred.

Section 7. Issuance of Safety Shoes - The City shall provide safety shoes to employees in positions that utilize safety shoes under the City's established safety shoe policy contained in the Risk Management Manual. ~~Changes to the established safety shoe policy shall be agreed to by the Union and City.~~

### **ARTICLE 32 - TEMPORARY ASSIGNMENT**

Section 1. The City may, at its discretion, assign a member of the Bargaining Unit to serve as a temporary replacement for an absent supervisor outside the Bargaining Unit. If such assignment continues for a minimum of forty (40) hours in a scheduled work week, hours actually worked do not include paid or unpaid leave time, the employee shall be paid the minimum of the salary range of the supervisory job to which assigned or five percent (5%) above the employee's current straight time rate, whichever is higher, for all work performed in the temporary position.

Section 2. In the event an employee serves as a temporary replacement for an absent supervisor outside the Bargaining Unit, for one hundred and twenty (120) working days, the City shall at that time determine whether such job should be filled on a permanent basis or abolished.

### **ARTICLE 33 - DRUG FREE WORK PLACE**

The City has a legal responsibility and management obligation to ensure a safe work environment as well as a paramount interest in protecting the public by ensuring that its employees have the physical stamina and the emotional stability to perform their assigned duties. A basic requirement and/or condition of employment must be an employee who is free from drug/alcohol dependence, illegal drug use, or drug/alcohol abuse.



There is sufficient evidence to conclude that the use of illegal drugs, drug or alcohol dependence, and drug or alcohol abuse seriously impairs an employee's performance and general physical and mental health.

Section 1. The following provisions are to ensure an employee's fitness for duty as a condition of continued employment:

- A. Any employee under the influence of an illegal substance or alcohol in the work place shall upon detection be immediately suspended without pay pending an investigation. Should the employee be judged to be in violation of this Article, he/she will be discharged from employment.
- B. Any employee found to be manufacturing, distributing, dispensing, possessing, or using an illegal substance on or off duty shall upon detection be immediately suspended without pay pending an investigation. Should the employee be judged to be in violation of this Article, he/she may be subject to discipline.
- C. While on duty, any employee under the influence of a legally obtained drug to the extent that such use influences or impairs the ability of the employee, affects the safety of co-workers, impairs the employee's job performance or the safe or efficient operation of equipment, shall upon detection be immediately suspended without pay pending an investigation. Should the employee be found to be in violation of prescribed physician's directions, he/she may be discharged from City employment.

Section 2. In an effort to identify and eliminate on or off-duty controlled substance/illegal substance and/or alcohol abuse, appropriate tests as determined by the City may be administered as provided herein:

- A. as part of any scheduled physical examination program where participation is required of department personnel;
- B. following any on-duty accident or serious incident involving damage to property or personal injury where the City has reasonable suspicion based upon objective factors that the involved employees may be under the influence of alcohol, an illegal drug, or abusing a legal drug or controlled substance prescribed by a licensed physician to the employee;
- C. where the City at any time has a reasonable suspicion that an employee has possession of or is manufacturing, using, dispensing, or selling any illegal drug or controlled substance not prescribed by a licensed physician;

- D. as a condition of employment, whenever an employee is promoted to a position involving public safety which shall be defined as any position requiring the operation of heavy equipment;
- E. as a condition of employment for position of, Lifeguards; Detention personnel; Communications personnel; Park Rangers or any other security personnel;
- F. following any accident or serious incident involving damage to property or personal injury in a position involving public safety as defined in "D" above.
- G. in cases in which an employee is acting in an abnormal manner and the supervisor has reasonable suspicion to believe that the employee is under the influence of illegal drugs or alcohol or a legal drug or controlled substance prescribed by a licensed physician to the employee.
- H. Anytime that an employee is involved in an accident while operating a City vehicle, whether on or off duty, they may be required to submit to alcohol/chemical drug testing immediately. Employees must follow relevant policies for reporting accidents in a City vehicle whether on or off duty.

Section 3. Testing requires the approval of the department head or designee within the department. Testing for drugs or illegal substances shall be done through a blood, urine, or both analyses at the City's discretion. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Urine samples shall be collected under supervision of the collection site personnel. The collection site shall maintain a record of the "chain of custody" of urine specimens.

Urine or blood samples shall be taken under the direct supervision of a medical doctor licensed in the State of Florida.

In the event a urine specimen is tested as positive under the drug testing screen as specified in Section 4, a portion of that sample shall be subjected to a gas chromatography/mass spectrophotometry (GC/MS) testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

Section 4. Drugs, their metabolites, alcohol, and other substances for which the City will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), extended opiates, marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), ~~methaqualone~~, methodone, methylenedioxymethamphetamine, opiates, propoxyphene, and phencyclidine. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. Employees shall be required to document their

legal drug, substance, or both use, as defined above, within twenty-four (24) hours of their initial drug screening tests. Test results shall be treated with the same confidentiality as other medical records.

~~The standards to be used for employee drug testing will be in accordance to generally accepted National Institute of Drug Administration (NIDA) toxicology standards.~~

The standards for positive results to be used for employee drug testing are as follows:

DRUG TESTING STANDARDS  
10 DRUG OPIEX MDMA

<u>Drug/Metabolite</u>	<u>Screening Test</u>	<u>Confirmation Test</u>
<u>Amphetamines</u>	<u>1000 ng/ml</u>	<u>500 ng/ml</u>
<u>Barbiturates</u>	<u>300 ng/ml</u>	<u>200 ng/ml</u>
<u>Benzodiazepines</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Benzoyllecgonine</u>		
<u>Cocaine Metab</u>	<u>300 ng/ml</u>	<u>150 ng/ml</u>
<u>Extended Opiates</u>	<u>300 ng/ml</u>	<u>300 ng/ml</u>
<u>Marijuana Metabolite</u>	<u>50 ng/ml</u>	<u>15 ng/ml</u>
<u>Methadone</u>	<u>300 ng/ml</u>	<u>300 ng/ml</u>
<u>Methylenedioxymethamphetamine</u>	<u>500 ng/ml</u>	<u>300 ng/ml</u>
<u>Opiates</u>	<u>*2000 ng/ml</u>	<u>2000 ng/ml</u>
<u>Phencyclidine</u>	<u>25 ng/ml</u>	<u>25 ng/ml</u>
<u>Propoxyphene</u>	<u>300 ng/ml</u>	<u>300 ng/ml</u>

\*Twenty-five (25) ng/ml if immunoassay specific for free morphine.

Other drugs and substances may be tested for by the City at its discretion. In that event, they will be tested at levels according to generally accepted National Institute of Drug Administration (NIDA) toxicology standards.

Section 5. Refusal to comply with an order to submit to such an examination will constitute the basis for disciplinary action up to and including dismissal. Any positive test for a controlled substance shall result in a recommendation for discipline up to and including dismissal.

The City, in addition to any appropriate disciplinary actions, shall refer any employee who tested positive to an Employee Assistance Program from assessment, counseling, and referral for treatment or rehabilitation as appropriate. The costs for such referral, treatment, or rehabilitation shall not be borne by the City.

Section 6. The employee is required as a condition of employment to notify his/her department head of any criminal drug statute conviction occurring in the work place no later than five (5) calendar days after such conviction. Failure to comply with this provision shall be considered as a voluntary resignation not in good standing.

### **ARTICLE 34 - LABOR MANAGEMENT COOPERATION**

The City and the Union may, by mutual agreement, establish a Labor Management Committee to promote communications between the parties and to explore avenues which may lead to better understanding, greater cooperation, and the productive and efficient operation of the City.

## **ARTICLE 35 - HOLIDAYS**

**Section 1.** Holidays - The following are recognized holidays for eligible employees:

New Years Day (January 1)  
Martin Luther King's Birthday (Third Monday in January)  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Veterans Day (November 11th)  
Thanksgiving Day (Fourth Thursday in November)  
Day following Thanksgiving  
Christmas Day (December 25)  
(~~3 Personal Days converted to Vacation Leave~~)  
Holidays declared by the City Manager

**Section 2.** Holiday Pay - An employee not required to work on a holiday shall receive eight (8) hours pay at the employee's straight rate of pay for each holiday not worked. Ocean Rescue Lifeguards assigned to ten (10) hour shifts shall receive ten (10) hours holiday pay.

**Section 2.2** An employee who is scheduled to work on a holiday shall receive eight (8) hours holiday pay or credit for eight (8) hours of vacation in accordance with Article 36, Section 8, Vacation Leave. In addition, such employee shall receive for the hours actually worked on the holiday compensatory time off calculated at one and one-half (1-1/2) times the hours actually worked on the holiday or cash payment of one and one-half (1-1/2) times the regular rate of pay for the hours actually worked. Ocean Rescue Lifeguards assigned to ten (10) hour shifts shall receive ten (10) hours holiday pay or credit.

**Section 3.** Holiday Scheduling - In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement, and when a holiday falls on a Sunday, the following Monday shall be observed as the holiday, for those employees on a normal Monday through Friday workweek. For employees other than those on a normal Monday through Friday workweek, the holiday shall be deemed to occur on the day on which the holiday actually falls.

**Section 4.** Eligibility

All employees on the active payroll on the date of the recognized holiday shall be eligible for holiday pay. To be eligible for a paid holiday, an employee must also have worked his/her full

regularly scheduled workday before and after the holiday. A day worked shall include a day for which leave with pay is authorized.

Section 5. Floating Holiday - Each regularly employed full-time employee shall earn a "Floating Holiday" for any calendar year in which no sick leave was used. The "Floating Holiday" shall consist of eight (8) hours added to the vacation leave of such employee. Probationary employees shall also be eligible provided they have worked full-time for the entire calendar year and have successfully completed probation prior to the end of the calendar year. The eight (8) hours additional vacation leave shall accrue on January 1 immediately following the calendar year of unused sick leave. The additional vacation leave may be used at a time approved by the Department Head or designee. The "Floating Holiday" is to be used during the calendar year in which it is posted or it is forfeited by the employee. Such leave time may not be converted to a cash payment.

## **ARTICLE 36 - VACATION LEAVE**

Section 1. Eligibility – All full time employees shall accrue vacation leave, as provided in the Vacation Accrual Schedule in Section 4 of this Article, while the employee is in a regular pay status, which is defined as regularly scheduled hours worked in the employee's normal forty (40) hour work week.

For example, an employee with one year of service accrues vacation leave at an hourly rate of .05775 and therefore earns 2.31 hours of vacation leave after working one normal forty (40) hour week. Accrual of longevity vacation leave shall begin on the employee's anniversary date.

Section 2. Longevity Vacation Leave - As provided in the Vacation Accrual Schedule in Section 4 of this Article, employees with five (5) years or more of service begin to accrue leave at the higher rate on the anniversary date of their employment.

For example, an employee whose anniversary date is May 8<sup>th</sup> and accrues vacation leave at the rate of .05775 per hour and begins to accrue at the rate of .06163, as of May 8<sup>th</sup> and five (5) years service; at the hourly rate of .06550 beginning May 8<sup>th</sup> and six (6) years service, and so on, to a maximum hourly rate of .09625, beginning May 8<sup>th</sup> and 14 or more years service.

Section 3. Regular pay status includes time for which leave with pay is authorized. An employee utilizing sick and/or vacation leave to supplement Workers' Compensation or City disability compensation to the extent necessary to equal the employee's regular bi-weekly salary shall be considered to be in a regular pay status for purposes of earning vacation leave.

Vacation leave cannot accrue while the employee is in a non-pay status, except that unpaid suspensions forty (40) hours or less are considered periods of pay status for purposes of vacation leave accrual.

Section 4.

**VACATION ACCRUAL SCHEDULE**

<b>Years of Continuous Service</b>	<b>*Maximum Vacation Days/Hours Earned Per Year</b>	<b>Hourly Accrual Rate</b>	<b>Maximum Accrued Days/Hours Vacation Leave</b>
Less than 5	15/120	.05775	30/240
5	16/128	.06163	32/256
6	17/136	.06550	34/272
7	18/144	.06925	36/288
8	19/152	.07313	38/304
9	20/160	.07700	40/320
10	21/168	.08088	42/336
11	22/176	.08463	44/352
12	23/184	.08850	46/368
13	24/192	.09238	48/384
14 or more	25/200	.09625	50/400

\*The total for Maximum Earned Vacation Days/Year includes the three (3) Personal Holidays converted to vacation leave.

Section 5. Each department head should make every effort to ensure that earned vacation leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation.

However, employees may, at their option, accrue vacation leave to a maximum of the leave as provided in the Vacation Accrual Schedule in Section 4 of this Article.

Section 6. Annual leave is intended to be used to provide a periodic vacation. However, earned vacation leave may be used for any other purpose when authorized by the department head. Vacation leave will only be used with the prior approval of the department head and shall not be authorized prior to the time it is earned by the employee. However, such vacation leave shall not be unreasonably denied. Vacation leave shall not be granted to employees with less than six (6) months of continuous service.

Section 7. Holidays occurring while an employee is on vacation leave shall not be charged against the employee's vacation leave balance.

Section 8. The minimum charge for vacation leave shall be in units of one quarter (1/4) hour.

Section 9. Any employee wishing to leave the City in good standing shall submit to the department head at least two (2) weeks before leaving a written resignation stating the date the resignation shall become effective and the reason for leaving. In the event of a resignation in good standing, the employee shall be paid for any unused vacation leave. In the event of a layoff the employee shall have the option of being paid for any unused vacation leave. In the event of the death of the employee, the beneficiary, estate, or other designee as provided by law shall be paid for any unused vacation at the employee's current rate of pay. In the event that an employee is discharged from City service, the employee shall be paid for any unused vacation leave, as long as the employee has been employed by the City for six (6) or more months.

Section 10. Certain employees whose work schedules do not allow for the observance of holidays shall be credited with vacation days equal to the number of holidays listed in Article 35, "Holidays". These additional vacation days will be credited in the month the holiday occurs. Such employees will have their vacation maximum adjusted to reflect these credited days.

### **ARTICLE 37- SICK LEAVE**

Section 1.1 Purpose - The City of Fort Lauderdale grants sick leave to eligible employees to provide continued income during employee illness. Sick leave shall not be considered a right to be used at the employee's discretion, but rather a privilege which shall be allowed only in a case of personal illness or disability, legal quarantine because of exposure to contagious disease, or in the case of illness in the immediate family. No more than eighty (80) hours in any calendar year may be taken as sick leave because of illness in the immediate family, known as Family Sick Leave.

The employee's immediate family is defined as the employee's spouse, domestic partner, children, parents, sister, brother, ~~parents-in-law, sister-in-law, brother-in-law~~, grandparents and children, parents, sister, brother, and grandparents of the spouse or domestic partner.

The terms "parents", "mother", or "father" means biological or adoptive parents of the employee and domestic partner or any individual who stood in place of a parent, charged factitiously with a parent's rights, duties, and responsibilities.

The term "children" means a biological, adopted or foster child, a step child, a legal ward, or a child of a person who is standing in place of a parent, charged factitiously with a parent's rights, duties and responsibilities.



The term "spouse" means a husband or wife; the term "domestic partner" means a person whose relationship with the employee meets the eligibility criteria for domestic partner status established by the City and who has executed and filed the required affidavit with the City's Risk Management Division attesting to satisfaction of the eligibility requirements.

Section 1.2 Family and Medical Leave Act (FMLA) is available to eligible employees in accordance with federal guidelines and shall include domestic partner. Please see the City's Policy and Standards Manual (PSM) Chapter 6.2.5.

Section 1.3 The City may require such medical examination, nursing visit, or inquiry which the City deems desirable.

Section 2. Leave Accrual - All permanent and probationary full-time employees shall earn sick leave at the rate of .04625 hours leave for each hour worked in the normal forty (40) hour workweek. For example, an employee earns 1.85 hours sick leave after working one normal forty (40) hour workweek. Days worked shall include days for which leave with pay was authorized. The maximum sick leave earned during one year shall not exceed ninety-six (96) hours. Sick leave earned on October 1, 1977, and thereafter shall accrue at the rate of pay in effect at the time such leave is earned. All sick leave accrued prior to October 1, 1977, shall accrue at the rate of pay in effect as of October 1, 1977.

An employee utilizing sick and/or vacation leave to supplement Workers' Compensation or City disability compensation to the extent necessary to equal the employee's regular bi-weekly salary shall be considered to be in a regular pay status for purposes of earning sick leave.

Sick leave cannot accrue while the employee is in a non-pay status, except that unpaid suspensions of forty (40) hours or less are considered periods of pay status for purposes of sick leave accrual.

Section 3.0 Conversion of Sick Leave - Conversion of sick leave is permitted; however, the first two hundred and forty (240) hours of accrued sick leave are not subject to these conversion privileges. Any conversion of sick leave to be used as vacation leave is at the sole discretion of the department head who will review requests to convert vacation leave based upon the department's staffing and operational needs.

Section 3.1 An employee with over two hundred and forty (240) hours but less than seven hundred and twenty (720) hours of accrued sick leave at the time of his/her anniversary date may convert the unused balance of any sick leave earned in the previous anniversary year, but not more than forty-eight (48) hours, to either forty-eight (48) hours of leave to be used as vacation (at the sole discretion of the department head) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

Section 3.2 All leave resulting from a conversion of sick leave must be taken prior to the employee's next anniversary date, retirement, or separation from City employment. If the employee does not so utilize such leave, such leave shall remain as sick leave at the original value thereof.

Section 3.3 Unlimited Accumulation - An employee whose anniversary date of employment is prior to October 1, 1977, shall be eligible to accumulate an unlimited number of accrued sick leave days.

An employee hired prior to October 1, 1977, with seven hundred and twenty (720) hours of accrued sick leave may convert the unused balance of any sick leave earned in the previous anniversary year not to exceed ninety-six (96) hours of leave to be used as vacation (at the sole discretion of the department head) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

Section 3.4 Seven hundred and twenty (720) hours limitation - A maximum of seven hundred and twenty (720) sick leave hours only will be permitted to accrue at any time for employees whose anniversary date is October 1, 1977, or any time thereafter. In order for employees to accumulate seven hundred and twenty (720) hours for sick leave usage a cap of eight hundred and sixteen (816) hours will be established. The seven hundred and twenty (720) hours maximum will apply to any payment of accrued sick leave upon termination or retirement as provided in this Article.

An employee hired on or after October 1, 1977, with above seven hundred and twenty (720) hours but below eight hundred and sixteen (816) hours of accrued sick leave at the time of his/her anniversary date may convert the unused balance of any sick leave earned in the previous anniversary year to leave to be used as vacation on a one to one basis not to exceed ninety-six (96) hours of vacation leave (at the sole discretion of the department head) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

On the date an employee reaches eight hundred and sixteen (816) hours of accrued sick leave, conversion of ninety-six (96) hours accrued sick leave will be automatically made to cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

Section 4. Leave Requirements - In order to be granted sick leave with pay, an employee must meet the following conditions:

- A. Notify the immediate supervisor prior to the ~~not later than two (2) hours after the~~ beginning of the scheduled workday of the reason for such employee's absence, ~~or within lesser limits if required by the department head.~~ Failure to comply with the above may be permitted should the circumstances for such failure be warranted.
- B. Permit such medical examination, nursing visit, or inquiry which the City deems desirable.

C. File a written request for such sick leave on the form and in the manner to be prescribed, and submit, where reasonable and if requested by the department head, a medical certificate signed by a physician stating the employee is/was unable to work and upon returning to work that the employee is again physically able to perform the required duties.

Section 5. Claiming sick leave when physically fit shall be cause for discipline up to and including dismissal.

Section 6. Sick leave taken because of illness or injury or converted to vacation or to a cash payment shall utilize the most recently accrued sick leave. Sick leave pay will be paid at the employee's current basic rate of pay at the time which the employee is incapacitated due to illness or injury. The minimum charge for sick leave shall be in units of one-quarter (1/4) hour.

Section 7. Sick leave pay will be normally paid at the same rate as a regular workday, except in those instances where other City benefits, excluding Social Security, may supplement. In such instances, the City Manager shall maintain the uniform formula for sick leave pay amount and use to preclude payments in excess of regular pay.

Section 8. Payment for unused sick leave shall be made to employees hired on or after April 10, 1983, whose employment is terminated while in good standing and in accordance with the following schedule:

Upon Termination in Good Standing	25% of rate of accrual
Upon Retirement	50% of rate of accrual

Section 9. An employee hired prior to April 10, 1983, upon termination from City employment in good standing, shall be paid for unused sick leave in accordance with the following schedule:

10 years of service or less	25% of rate of accrual
Greater than 10 years of service but less than 20 years	45% of rate of accrual
20 years or more	65% of rate of accrual

Upon retirement from City employment, an employee shall be paid for unused sick leave in accordance with the following schedule:

10 years of service or less	50% of rate of accrual
Greater than 10 years of service but less than 20 years	65% of rate of accrual
20 years or more	80% of rate of accrual

Section 10. Payment under Sections 8 and 9 of this Article shall be made within six (6) months of separation.

Section 11. For employees hired on or after October 1, 2013, an employee whose employment is terminated or who retires while in good standing shall be paid for twenty eight percent (28%) of the unused accrued sick leave hours at his/her final rate of pay. Employees whose employment is terminated or retires not in good standing shall not be paid for any unused accrued sick leave hours. Sick leave pay will be paid at the employee's current basic rate of pay at the time which the employee is incapacitated due to illness or injury. The minimum charge for sick leave shall be in units of one-quarter (1/4) hour.

Section 12. Retiring employees may convert ninety-six (96) hours of accrued sick leave to final vacation leave:

10 years of service or less	4 hours used as vacation leave for every eight (8) hrs of sick leave
Greater than 10 yrs of service but less than 20 yrs	5.20 hours used as vacation leave for every eight (8) hrs of sick leave
20 years or more	6.40 hours used as vacation leave for every eight (8) hrs of sick leave

### **ARTICLE 38 – BEREAVEMENT LEAVE**

Section 1. Time Off Provision – When there is a death in an employee’s immediate family, that employee shall be granted a bereavement leave of a maximum of ~~twenty-four (24)~~ forty (40) hours ~~in any one (1) calendar year~~ in order to attend the funeral. Bereavement leave will not be charged against sick leave, vacation or holiday time. If the employee needs additional time off due to the death of the immediate family member, the employee may request such additional time off, using accrued vacation leave. Approval of such request for time off shall be at the sole and exclusive discretion of the Department Director or designee.

Section 2. The employee's immediate family is defined as the employee's spouse, domestic partner, children, parents, sister, brother, ~~parents-in-law, sister-in-law, brother-in-law,~~ grandparents and children, parents, sister, brother, and grandparents of the spouse or domestic partner.

The terms “parents”, “mother”, or “father” means biological or adoptive parents of the employee and domestic partner or any individual who stood in place of a parent, charged factitiously with a parent’s rights, duties, and responsibilities.

The term “children” means a biological, adopted or foster child, a step child, a legal ward, or a child of a person who is standing in place of a parent, charged factitiously with a parent’s rights, duties and responsibilities.

The term “spouse” means a husband or wife; the term “domestic partner” means a person whose relationship with the employee meets the eligibility criteria for domestic partner status established by the City and who has executed and filed the required affidavit with the City’s Risk Management Division attesting to satisfaction of the eligibility requirements.

~~Section 3. If in the event there is an additional death of a family member as listed in Section 2, the employee may take up to twenty-four (24) hours leave for each such death, which will be charged against sick time or vacation time, the choice of which will be left to the employee. Use of sick leave for bereavement shall not be considered for purposes of performance evaluation.~~

Section 43 The City reserves the right to require documentation supporting bereavement leave after the employee returns to work.

### **ARTICLE 39 – MILITARY LEAVE**

Section 1.0 Employees covered by this Agreement who are commissioned reserve and reserve enlisted personnel in the United States Military, Naval Service, Coast Guard, or members of the Florida State National Guard, shall be entitled to leave of absence without loss of pay in accordance with the provisions of Florida Statutes, Section 115-07, as amended.

Section 1.1 The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such an order or statement must accompany the formal request for Military Leave which should be made as soon as possible but at least two (2) weeks prior to the date such leave is desired.

## **ARTICLE 40 – JURY DUTY**

**Section 1.** A permanent full-time employee shall be granted time off at straight time for reporting to required jury duty upon presentation to the employee's supervisor of satisfactory evidence relating to jury duty and provided the days required for jury duty are the employee's normal workdays or work shifts. In order to be eligible, an employee must report in advance to the immediate supervisor on the prescribed leave form of the need to be absent because of a jury duty requirement.

**Section 2.** Any compensation received by an employee for jury duty shall be retained by the employee, however, a pro rata amount of the jury duty pay received by the employee shall be deducted from the employee's regular pay based upon that portion of the regularly scheduled workday missed by the employee. There shall be no deduction for mileage pay nor for the one (1) hour reporting period provided in Section 3. An employee seeking jury duty leave must substantiate any compensation received for serving on jury duty by submitting a copy of the check(s) received or a copy of the receipt(s) for any cash received.

**Section 3.** If an employee is released from jury duty at least four (4) hours prior to normal quitting time for that workday or work shift, the employee shall be required to report to the work site within one (1) hour after release from jury duty.

## **ARTICLE 41 – COURT APPEARANCES**

Section 1. Any regular employee who is required to appear as a witness as a result of employment with the City, shall be entitled to the following:

- A. regular pay if called to testify during regularly scheduled work hours;
- B(1) one and one-half (1-1/2) times the employee's rate of pay if called to testify outside the employee's regular hours of work;
- B(2) in such cases, the employee will be permitted to keep any witness fee received;
- B(3) a minimum of two (2) hours at one and one-half the straight time rate.
- C. rates of pay in excess of straight time referred to in B(1) and B(3) shall be computed in accordance with the FLSA requirements, if applicable. Otherwise, the rate of pay shall refer to the employee's straight time base rate.

### Section 2.

- A. A regular employee subpoenaed to appear as a witness in a case not involving the City and not directly related to the employee's personal affairs (such as performing a civic duty as a witness to a crime or an accident), will be allowed City time off with pay for this purpose.
- B. In such cases, the employee will keep the witness fee received and a copy of the check or cash payment will be submitted to the City Treasurer for deduction from the employee's regular pay. Travel expenses received for such cases are not subject to deduction.
- C. The obligations of this Section shall not apply to an employee testifying in any labor relations matters, arbitration, unfair labor practice or arbitration proceedings or testifying in any proceeding on behalf of the Union except as provided in Article 19, Grievance Procedure.

Section 3. Time off to respond to a subpoena to appear as a witness in a case related to an employee's personal affairs will be at the employee's own expense (vacation or unpaid leave). Such leave shall not be denied.

Section 4. An employee who has been instructed to remain available for court appearance on standby shall be paid as provided in Article 49, Standby Pay.

## **ARTICLE 42 – DONATION OF ACCRUED SICK/VACATION LEAVE**

Section 1.0 It shall be the policy of the City to permit other employees the opportunity of ~~donation~~ to donate accrued leave time to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time, and when the employee has exhausted all accrued sick/vacation leave.

Section 1.1 Extraordinary circumstances shall be defined as, but not limited to, lengthy hospitalization, critical illness, or injury.

Section 1.2 The maximum amount which an employee may receive is limited to 180 days (1440 hours) per twelve-month period. Before an employee is eligible to receive donated leave, his or her physician must certify that the employee, due to one or more of the extraordinary circumstances identified in Section 1.1, is unable to perform his/her job duties. Once medical certification is received, the employee is eligible to receive up to 20 consecutive days (160 hours) of leave for which he or she would otherwise be without pay. From this point forward, the employee will be authorized to use donated sick leave in up to 20-day increments, with additional medical certification after each 20-day period documenting the employee's disability.

Section 2. The department head must submit a request in writing for permission to solicit donations of accrued leave from departmental personnel. Such request shall require the approval of the Director of Human Resources. In reviewing such requests, consideration shall be given to the designated employee's previous leave history, as well as the nature of illness or injury. Such written requests shall include employee's name, reasons for requesting such donations of accrued leave, and approximate duration of absence, if known.

Section 3.0 Upon approval of such request, the department timekeeper will obtain a supply of Form J-180 (Application for Donation of Sick/Vacation Leave) from the Personnel Records Specialist, Human Resources Department, and shall distribute these forms to employees willing to donate accrued leave time. The donation must be made as a free and voluntary act and no duress or coercion shall be placed upon an employee to make such donation of his/her paid leave time.

Section 3.1 As forms are completed by the donors, the department timekeeper will forward such forms to the Personnel Records Specialist, who will time and date stamp each form in the order it is received. Donated time will be credited to the absent employee in the order in which the forms are received. In the event of excess donations received but not used due to employee's early recovery, resignation, retirement, or death, any donation forms received but not utilized will be voided and the time returned to the donating employees. Donated time returned to a donor shall be reflected in the sick leave balance on the donor's pay stub as soon as possible.



Section 3.2 Bargaining Unit members may receive donated vacation leave for use as family sick leave because of illness in the immediate family. The total amount of family sick leave (including the employee's own leave and donated leave) shall not exceed ten (10) working days (80-hours) in any calendar year.

Section 4.0 Donated time will be converted to a dollar value based on the current rate of pay of each donor for hours donated and on the rate of pay of each donee for hours utilized. The rate of pay used for each donor will be that in effect at the time Form J-180 is signed.

Section 4.1 Time donated for this purpose will not be considered during the donor's performance rating period, nor will it affect a donor's right to convert sick leave to vacation leave or cash payment, as established in this Agreement.

Section 5.0 The Personnel Records Specialist shall notify the department timekeeper when donated time is nearly exhausted, and that department shall have the responsibility of requesting additional donated time, if desired.

Section 5.1 The department timekeeper will immediately notify the Personnel Records Specialist by phone of the employee's return to work or of any major change in the employee's physical condition.

Section 6. Family and Medical Leave Act (FMLA) is available to eligible employees in accordance with federal guidelines. Please see the City's Policy and Standards Manual (PSM) Chapter 6.2.5.

### **ARTICLE 43 - LEAVE WITHOUT PAY**

Section 1.1 An employee may be granted a leave of absence without pay for a period not to exceed one (1) year for sickness, disability, education, or assistance to family due to health, or other good and sufficient reason which are considered to be in the best interest of the City. Such leave shall require the prior approval of the department head, the Director of Human Resources, and the City Manager. A Department Head with the approval of the Director of Human Resources may grant an employee leave without pay for a period not to exceed fifteen (15) working days in one (1) calendar year. Leave without pay will be granted only after all applicable accrued benefits are utilized according to their respective governing provisions.

Section 1.2 Acceptance of any employment outside of City service shall be sufficient reason for disapproval of a request for a leave of absence without pay. Any leave of absence without pay may subsequently be withdrawn and the employee recalled to work should the conditions under which the leave was granted no longer exist or have been violated.

Section 2. The parties recognize that employees covered by this Agreement are subject to the provisions of the Family and Medical Leave Act of 1993, and nothing in this Agreement shall be construed to be contrary to the provisions of that Act. The parties also recognize that nothing shall preclude them from negotiating a benefit more generous than that provided by the Family and Medical Leave Act of 1993.

## **ARTICLE 44 - MATERNITY LEAVE**

Section 1.1 A pregnant employee will be permitted to work during the full term of her pregnancy but may be required by the City to undergo a medical examination in accordance with the provisions of Section 1.2 of this Article.

Section 1.2 A pregnant employee may be required by the Director of Human Resources, or by her department head ~~head~~ director with the approval of the Director of Human Resources, to undergo one (1) or more medical examinations to determine her physical fitness to continue to perform the work in which employed where there is a reasonable basis to question the employee's fitness for duty. Such medical examinations shall be paid for by the employer.

Determination of physical fitness will be by a physician or physicians designated by the Director of Human Resources-

Section 2.1 Accrued sick leave will be authorized by reason of pregnancy or complications arising out of pregnancy.

Section 3.1 An employee covered under this Agreement may be granted a maternity leave of absence without pay for a period not to exceed one (1) year. However, upon request, an employee will be granted a leave of absence not to exceed ninety (90) calendar days. Maternity leave shall only be for periods during which the employee is ~~disabled~~ unable to perform her regularly assigned duties due to pregnancy or complications arising out of pregnancy. Such leave shall require the prior approval of the department head, the Director of Human Resources, and the City Manager. Maternity leave shall not be authorized for periods of child rearing.

Section 4.1 An employee on sick leave or maternity leave without pay by reason of pregnancy or conditions arising out of pregnancy may be required by the Director of Human Resources, or the department head with approval of the Director of Human Resources, to submit a certificate signed by a physician stating whether she is physically fit to return to the work of the position in which employed. The Director of Human Resources may require further determination of physical fitness by a physician or physicians designated by the Director of Human Resources. Such additional medical examinations shall be at no expense to the employee. An employee returning to work after such leave shall maintain seniority or other benefits as provided in this Agreement.

Section 5.1 Disabilities caused or contributed to by pregnancy will be treated in the same manner as other temporary disabilities as provided for in this Agreement. Sick leave and leave without pay shall be granted on the same basis as for other disabilities. The starting date of such leave will be determined by the request of the employee and the written certification of the inability to perform required duties by the employee's personal physician. The Director of Human Resources may require her determination of physical fitness by a physician or physicians designated by the Director of Human Resources. Such additional medical examination shall be at no expense to the employee.

Section 6.1 An employee working during the term of her pregnancy will not be denied the benefit of any personnel decision such as promotion, voluntary transfer, or selection for training, which would have been made; however, promotion or transfer to positions with different physical demands may be conditioned upon prior written approval of the employee's personal physician or physician designated by the Director of Human Resources or both.

Section 7.1 In the event there is a difference of opinion between the physician designated by the City and the employee's physician, ~~both physicians shall confer and thereafter the opinion of the employee's physician shall prevail~~ regarding the employee's physical fitness to perform the work in which employed, a third physician shall be designated by the City's and the employee's physicians, whose decision shall be final and binding.

Section 7.2 In all cases requiring a report from the City's physician, such report shall be available within two (2) weeks from the date of examination. A copy of such a report shall be made available to the employee by the Director of Human Resources upon request.

## **ARTICLE 45 - RATES OF PAY**

Section 1. On the effective date of this Agreement, each employee shall be paid at the basic hourly rate of pay specified for the employee's Pay Range, except that any employee whose pay rate on that date was above the maximum rate for the Pay Range shall not be reduced.

Section 2. An employee's pay rate will be increased approximately one and one-half percent (1.5%) based on an overall performance rating of satisfactory or three percent (3%) based upon an overall performance rating of above satisfactory upon recommendation of the department head and with approval of the City Manager. An employee whose overall performance rating is marginal or unsatisfactory shall receive no merit increase at that time, but may be rated again in three (3) months. While increases within the appropriate pay range for unusual or meritorious service may be granted without regard to limitation of time, progression through the pay range shall normally be considered at twelve (12) month intervals. An employee's anniversary date for

the purpose of eligibility for merit increase shall be the effective date of the employee's most recent merit adjustment.

Section 3. Upon promotion, the employee shall receive a five percent (5%) increase in pay, or the minimum of the pay range to which promoted, whichever is greater. The effective date of the promotion shall become the employee's new anniversary date for merit increase consideration.

Section 4. When a position is reallocated downward, an incumbent employee shall continue to receive the rate of pay in effect immediately prior to the downward allocation until the rate of pay of the incumbent is within the range of pay for the new job class. No employee's pay will be reduced because of a downward reallocation of any position.

Section 5.1 Trainees - When the City has been unable to recruit qualified applicants, or when it is determined to be in the best interest of the City, the Director of Human Resources may authorize that permanent positions be filled by the appointment of persons as trainees.

For each job classification in which a trainee is employed, the Director of Human Resources shall designate the required length of the training period and other qualifications or requirements which a trainee must satisfactorily complete or possess before being eligible for permanent appointment, including, but not limited to, formal education, licenses, and various certifications.

An employee hired after August 1, 1986, who is hired as a trainee or who has not completed the probationary period shall have the status of probationary employee during the period of training until the employee successfully completes all of the requirements of the job for which the employee was being trained.

The starting salary for a trainee shall be five percent, less than the minimum of the pay range provided for the classification for which an original employee is in training. The starting salary of a trainee who has completed the probationary period in another classification shall not be less than the minimum of the pay range provided for the class for which the employee is in training and will continue to receive the same group hospitalization insurance coverage, sick leave, vacation, longevity pay (if any), and pension as provided at the time the employee became a trainee.

A trainee will be eligible for within range salary increases in accordance with Article 45, Section 2, "Rates of Pay", of this Article based on the date of employment or the anniversary date of the employee's most recent merit adjustment.

A new employee who is hired as a trainee or a current employee who has not completed the probationary period who successfully completes the qualifying requirements and examination (if any) shall receive a permanent appointment in the classification for which the employee is training and will be assigned an employment anniversary date which shall date back to the

original date of employment in a permanent position. All examinations by the City will be given within sixty (60) days after successful completion of the job requirements.

A trainee who has the status of probationary employee who fails to qualify for permanent appointment or who receives an unsatisfactory performance rating report may be terminated after reasonable notice. A trainee who has completed an original probationary period who fails to qualify for permanent appointment will be reassigned to a vacancy based on the employee's continuous service and ability to perform the work available. If no such vacancy exists, the employee will be laid off in accordance with the provisions of Article 18, "Layoff/Recall".

Section 5.2 The following shall apply to all Water and Wastewater Treatment Plant Operator Trainees appointed on or after October 1, 1991:

- A. An employee hired as a Water and Wastewater Plant Operator Trainee shall be paid at the minimum of Pay Range 37 in accordance with Appendix A.

The classifications of Water and Wastewater Treatment Plan Operator Trainee shall be Bargaining Unit positions.

- B. Water and Wastewater Treatment Plant Operator Trainees shall be appointed by means of examination. The Trainee shall be deemed to have not successfully completed the probationary period upon notification that the employee has failed to obtain the appropriate state license after the third examination attempt or two and one-half (2-1/2) years from the date of hire as a Trainee, whichever comes first. During the probationary period, the City will have the right to dismiss or retain the employee at its sole, non-arbitrable discretion.

- C. In the event the Trainee does not successfully complete the probationary period as provided in "B" above, the employee shall be terminated. The City, at its sole discretion, may elect to offer such an employee a position in an entry level Bargaining Unit vacancy.

In the event the Trainee obtains the required license before the third examination attempt or before two and one-half (2-1/2) years from the date of hire, the Trainee must still complete an original probationary period with the City and shall be considered to be on probation until two hundred fifty (250) actual workdays on the job or twelve (12) months, whichever is greater, during which time the City will have the right to retain or dismiss the employee at its sole, non-arbitrable discretion.

- D. An employee who has completed an original probationary period in another classification and who fails to successfully complete the required probationary period for a Water or Wastewater Treatment Plant Operator Trainee will be assigned to a vacancy based upon the employee's continuous service and ability to perform the work available. If no such

vacancy exists, the employee will be laid off in accordance with the provisions of Article 18, "Layoff/Recall".

- E. Upon proof of possession of a State of Florida Class C Operator's license for a Water or Wastewater Treatment Plant Operator, a Trainee shall be appointed to a Water or Wastewater Treatment Plant Operator I classification beginning the first pay period following proof of possession of such license and shall serve a six (6) month promotional probationary period in that classification.

Section 5.3 Based upon operational needs, the City retains the exclusive right to fill Water and Wastewater Treatment Plant Operator I classifications by means of open competitive examination.

Section 5.4 Crime Analyst Class Series

A. Crime Analyst Trainee:

The qualifications for this job classification remain as presently listed. Employees hired as a Trainee will still be required to have a college degree (or relevant work experience) and must complete a one-year probationary period.

An employee hired as a Crime Scene Analyst Trainee shall be paid at the minimum of Pay Range 40 in accordance with Appendix A.

In order to be considered eligible for promotion to Crime Analyst I, the Trainee must satisfactorily complete one (1) year in the position, receive satisfactory (or above) performance evaluations and be recommended for upgrading by his/her supervisor.

On satisfactory achievement of the requirements, the upgrading will be effected by reallocation of the position from Crime Analyst Trainee to Crime Analyst I. Reallocation will be initiated by the Police Department by memorandum to the City's Human Resources Department and no ~~PD13~~ request for reclassification/Position Description Questionnaire action will be required.

B. Crime Analyst I:

For hiring directly into this job class, applicants must meet the City's current qualification requirements.

C. Crime Analyst II:

Employees in a Crime Analyst I position will be eligible for upgrading to Crime Analyst II upon meeting all of the following criteria:

1. Have a total of at least three (3) years of experience with the City in the positions of Crime Analyst Trainee and Crime Analyst I, OR if hired as a Crime Analyst I, must have successfully completed the City's probationary period and have at least three (3) years

increasingly responsible experience in the collection, analysis and interpretation of police data and writing reports that include relationships between various parties.

2. Successful completion of the Crime Analysis Applications, Criminal Intelligence Analyst and Criminal Investigative Analysis classes.
3. Successful completion of the basic (16-hour class) and intermediate (16-hour class) GIS training classes.
4. Successful completion of 40 hours of cross training in crime and intelligence analysis work as performed in both the Special investigations and Criminal Investigation Divisions.
5. Maintain at least an overall rating of "Satisfactory" on each annual performance evaluation.

Upon recommendation for upgrading by his/her supervisor, the position will be reallocated from a Crime Analyst I to a Crime Analyst II. The reallocation request will be initiated by the Police Department by memorandum to the City's Human Resources Department and no PD43-request for reclassification/Position Description Questionnaire action will be required.

D. Organized Crime Analyst:

Employees in the Organized Crime Analyst classification, which is in the same salary range as Crime Analyst I, will also be eligible for promotion to Crime Analyst II upon completion of the above criteria.

Section 5.5 Building, Electrical, Mechanical & Plumbing Inspector Class Series

A. Building, Electrical, Mechanical & Plumbing Inspector:

1. Candidates who possess the standard certificate as an inspector issued by the State of Florida Building Code Administrators and Inspectors Board will be hired at 12.5% above the minimum of the pay range.
2. Candidates who do not possess any form of inspector certificate issued by the State of Florida Building Code Administrators and Inspectors Board will be hired at the minimum of the pay range.
3. Upon issuance by the State of Florida of the provisional inspector's certificate (which is issued within approximately 30 days from the application and authorizes the employee to begin performing inspections) the employee shall be paid the rate of pay equal to 7.5% above the minimum of the pay range.

4. Upon issuance by the State of Florida standard inspector's certificate the employee shall be paid the rate of pay equal to 12.5% above the minimum of the pay range. The Standard Inspector's Certificate is required within one (1) year of appointment.

B. Building, Electrical, Mechanical & Plumbing Inspector II

1. Incumbent Building, Electrical, Mechanical and Plumbing Inspectors who obtain the proper certification as a Plans Examiner in his/her discipline, will be reallocated to the higher class of Inspector II in the proper discipline. The reallocation request will be initiated by the Building Department by memorandum to the City's Human Resources Department and no ~~PD13~~ request for reclassification/Position Description Questionnaire action will be required. Such incumbents will perform field inspections or plans review work depending on the needs of the department.
2. Positions that have been reallocated to the Inspector II class and later become vacant, will be reallocated back to the Inspector class for recruiting and filling as an Inspector.

Section 5.6 Engineering Inspector Class Series:

A. Engineering Inspector II

An employee in the position of an Engineering Inspector I, must have satisfactorily completed at least one (1) year in the position, received an overall satisfactory (or above) performance evaluation and be recommended for upgrading by his/her supervisor in order to be eligible for reallocation to an Engineering Inspector II position. The Department Director will initiate any such reallocation request by memorandum to the City's Human Resources Department and no ~~PD13~~ request for reclassification/Position Description Questionnaire action will be required.

Section 5.7 Engineering Technician Class Series:

A. Engineering Technician II

An employee in the position of an Engineering Technician, must have satisfactorily completed at least two (2) years in the position, received an overall satisfactory (or above) on all performance evaluations as an Engineering Technician, two (2) years of AutoCAD experience, demonstrated competencies in plans preparation, research, administration, communications, and be recommended for upgrading by his/her supervisor in order to be eligible for reallocation to an Engineering Technician II position. The Department Director will initiate any such reallocation request by memorandum to the City's Human Resources Department and no ~~PD13~~ request for reclassification/Position Description Questionnaire action will be required.

Section 5.8 Parking Meter Mechanic Classification Series:



The following provisions shall apply with respect to training, opportunity and progression through the Parking Meter Mechanic and Technician Classification Series:

1. Employees selected to receive training for any skills test shall have up to one year to complete such training and successfully pass the test. If the employee is not able to successfully pass the skills test at the end of the one year period, the employee will be removed from the training program so that the next most senior employee may be given the opportunity to train and be eligible to again train after all other current eligible employees have been given the opportunity to train.
2. Unless specified otherwise, all training opportunities shall be offered first on the basis of classification seniority.
3. Employees who receive a one and one-half percent (1.5%) pay increase for successfully completing a skills test are not eligible to receive such increase if such increase exceeds the maximum of the pay range.

A. Parking Meter Mechanic Trainee

Employees appointed as Parking Meter Mechanic Trainee shall be assigned to the minimum of Pay Range 29.

Upon completion of the established entry-level training program, Parking Meter Mechanic Trainee employees may request additional training and become eligible to progress through levels 1 through 4 of the training program. Upon successfully completing each training level of levels 1, 2 and 3, the employee shall receive a one and one-half percent (1.5%) pay increase.

Upon successfully passing the Level 4 skills test, the employee shall be eligible for promotion to a Parking Meter Mechanic position. When the City decides to fill a Parking Meter Mechanic position the most senior eligible employee shall be promoted in accordance with the provisions of Article 45, Section 3. In the event there is no promotion available at the time the employee passes the Level 4 test, the employee shall receive one and one-half percent (1.5%) pay increase. Parking Meter Mechanic Trainee employees shall be required to perform all duties of the Parking Meter Mechanic Trainee classification and may be assigned duties of a Parking Meter Mechanic on an as-needed basis.

B. Parking Meter Mechanic

Employees currently in the Parking Meter Mechanic I classification shall be reclassified to Parking Meter Mechanic and be first eligible to receive skills training for the Levels 1 and 2 skills tests leading to promotion to a Parking Meter Technician Trainee. After all current Parking Meter Mechanic I employees have had the opportunity to train for the skills test, other employees in the Parking Meter Mechanic classification shall thereafter be eligible to request training for Levels 1 and 2 skills tests.

Employees in the Parking Meter Mechanic classification shall be eligible to progress through Levels 1 and 2 of the training program. Upon successfully completing the Level 1 skills test the employee shall be compensated at one and one-half percent (1.5%) above the minimum of the pay range.

Upon successfully passing the Level 2 skills test, the employee shall be eligible for promotion to a Parking Meter Technician Trainee. When the City decides to fill a Technician Trainee position the most senior eligible employee shall be promoted in accordance with the provisions of Article 45, Section 3. In the event there is no promotion available at the time the employee passes the Level 2 test, the employee shall receive a one and one-half percent (1.5%) pay increase. Parking Meter Mechanic employees shall be required to perform all duties of the Parking Meter Mechanic classification and may be assigned duties of a Parking Meter Technician Trainee on an as-needed basis.

C. Parking Meter Technician Trainee

Employees in the Parking Meter Technician Trainee classification shall be eligible to progress through Levels 1 and 2 of the training program. Upon successfully completing the Level 1 skills test the employee shall receive a one and one-half percent (1.5%) pay increase.

Upon successfully passing the Level 2 skills test, the employee shall be eligible for promotion to a Parking Meter Technician. When the City decides to fill a Parking Meter Technician position the most senior eligible employee shall be promoted in accordance with the provisions of Article 45, Section 3. In the event there is no promotion available at the time the employee passes the Level 2 test such employee shall receive a one and one-half percent (1.5%) pay increase. Parking Meter Technician Trainee employees shall be required to perform all duties of the Parking Meter Technician Trainee classification and may be assigned duties of a Parking Meter Technician on an as-needed basis.

D. Parking Meter Technician

Employees in this class may be assigned to train employees in Parking Meter Technician Trainee skills and duties of lower level classifications in the division on an as-needed basis.

Section 6. Assignment Pay - Assignment pay shall be paid to an employee whose duties and/or working conditions are substantially beyond those normally required in a job classification, but are not of such magnitude to justify reallocation to a different job classification. Job classifications, assignments, and amounts of assignment pay will be as listed in Appendix C.

Section 7. Hazardous Duty Pay - An employee assigned to work which is hazardous, beyond the normal hazards of a job classification, shall be paid one and one-half (1-1/2) times the regular rate of pay only for those hours during which the hazardous duty is performed. Hazardous duty assignments for which this pay is authorized are as follows:

1. working in sewage collection system wet wells, or in direct contact with raw sewage and exposed to gasses created by raw sewage;
2. working on or inspecting Public Services Department overhead water storage tanks.

Section 8. When computing all pay rates or other forms of compensation, the rate shall be rounded to the nearest whole cent. Amounts .5 cent (\$.005) or above shall be rounded upward to the next whole cent; amounts .49 cent (\$.0049) and below shall be rounded downward to the next whole cent.

In computing any pay rate adjustment, said adjustment will be made first on the hourly rate if applicable. The adjusted hourly rate will then be used to establish a biweekly, monthly, and annual rate.

Section 8.1 Effective the first full pay period beginning October ~~2010~~ 2013, wage rates shall ~~not~~ be increased by one percent (1%) as reflected in Appendix E, Pay Range Amounts for Teamsters Local Union No. 769, as a general wage increase.

Section 8.2 Effective the first full pay period beginning October ~~2011~~ 2014, wage rates shall be increased by ~~one two percent (1%)~~ (2%) as reflected in ~~Schedule 5~~ Appendix E, Pay Range Amounts for Teamsters Local Union No. 769, as a general wage increase.

Section 8.3 Effective the first full pay period beginning October ~~2012~~ 2015, wage rates shall be increased by ~~one percent (1%) as reflected in Schedule 5, Pay Range Amounts for Teamsters Local Union No. 769, as a general wage increase~~ an amount equal to the Consumer Price Index for All Urban Consumer (CPI-U) for the South Urban Region for all items, not seasonally adjusted, as provided by the U.S. Bureau of Labor Statistics, for the 2014 year end average as compared to the 2013 year end average. However, the general wage increase shall not be less than ½% or exceed 3.75%.

Section 9. The City will pay work time in increments of one-quarter (1/4) hour: if eight (8) minutes or more of a quarter hour are worked, the whole quarter shall be paid; if less than eight (8) minutes of the quarter hour are worked, no pay is due.

Section 10. The provisions of Appendix F shall apply to the Communication Specialist / Trainee Classification.

Section 11. The provisions of Appendix G shall apply to the Apprentice Maintenance Worker and Utilities Serviceworker Classifications.

Section 12. The City may implement, at its discretion, various gainsharing programs for bargaining unit members. Prior to implementation of any gainsharing program the City will meet and confer with the Union.

Section 13. Certification Pay

A. Ocean-Rescue Lifeguards:

1. Effective the first full pay period following ratification of this Agreement, Ocean-Rescue Lifeguards shall be eligible to receive certification pay as provided below:

*Emergency Medical Technician (EMT) 10% of employee's basic hourly rate.*

2. In order to be eligible to receive the EMT Certification Pay, the employee must first provide proof of a valid State of Florida Certification as an Emergency Medical Technician (EMT). Certification Pay shall be made only for periods which the employee is certified and authorized to perform such duties by the City's Medical Director for the Fire-Rescue Department.
3. The employee is responsible for maintaining certification requirements and required to immediately inform the Fire Chief or designee of revocation or expiration of certification.

B. Third Party Tester (TPT) for Commercial Driver License Testing:

1. Effective the first full pay period following ratification of this Agreement, employees certified to conduct CDL testing of employees/applicants shall be eligible to receive certification pay as provided below:

*2.5% biweekly of employee's basic hourly rate*

2. In order to be eligible to receive the TPT Certification Pay, the employee must first provide proof of a valid State of Florida Certification as a Third Party Tester.
3. The employee is responsible for maintaining certification requirements and required to immediately inform the Department Head or designee of revocation or expiration of certification.
4. The Department Director or designee has the sole non-arbitrable discretion in the retention of employees assigned as Third Party Testers (TPT).

C. Regional Wastewater Plant Operators Certification Incentive Pay:

1. Effective October 1, 2010 Regional Wastewater Plant Operator II's appointed prior to April 1, 2005 must possess a Class "B" License as part of the conditions of employment for their current position. Failure to possess a Class "B" will result in the demotion of the Regional Wastewater Plant Operator II to Wastewater Treatment Plant Operator I. If a Regional Wastewater Plant Operator II acquires a Class "A" License they will receive \$150.00 biweekly as Certification Incentive Pay.
2. Wastewater Treatment Plant Operator I's are currently required to possess a Class "C" License. If they acquire a Class "B" License they will receive \$75.00 biweekly Certification Incentive Pay and if they go on to achieve a Class "A"

License they will receive an additional \$75.00 biweekly for a total of \$150.00 biweekly as Certification Incentive Pay.

3. Upon being promoted to a Regional Wastewater Plant Operator II the employee will no longer be eligible to receive the Certification Incentive Pay for possession of a Class "B" License, since that license is mandatory for promotion; however the \$75.00 biweekly Certification Incentive Pay will be factored into the promotional increase, not to exceed the maximum of the range.
4. The City will reimburse the employee for the examination fee for successfully passing each advanced certification exam.
5. In accordance with Article 52 – Tuition Payment Plan, the City will provide reimbursement for completion of the course work necessary to obtain a Class "B" and/or Class "A" License.

D. Water Treatment Plant Operators Certification Incentive Pay:

1. Water Treatment Plant Operator I's are currently required to possess a Class "C" License as part of the conditions of employment for their current position. If Water Treatment Plant Operator I's acquire a Class "B" License they will receive \$75.00 biweekly as Certification Incentive Pay and if they go on to achieve a Class "A" License they will receive an additional \$75.00 biweekly for a total of \$150.00 biweekly as Certification Incentive Pay.
2. Water Treatment Plant Operator II's are currently required to possess a Class "B" License as part of the conditions of employment for their current position. If they acquire a Class "A" License they will receive \$150.00 biweekly as Certification Incentive Pay.
3. The City will reimburse the employee for the examination fee for successfully passing each advanced certification exam.
4. In accordance with Article 52 – Tuition Payment Plan, the City will provide reimbursement for completion of the course work necessary to obtain a Class "B" License and/or Class "A".

## **ARTICLE 46 - COMPREHENSIVE HEALTH CARE**

Section 1. The City agrees to make insurance coverage, in a comprehensive health care program available to employees and contribute six hundred ~~thirty~~ fifty five dollars (~~\$635~~\$655) per month toward monthly premium costs for each eligible employee in the Bargaining Unit who elects to participate in the City-provided health care insurance program.

The six hundred ~~thirty~~ fifty five dollars (~~\$635~~\$655) per month is for the purpose of providing comprehensive health coverage as well as any elected dental coverage. Effective the first full pay period in ~~January 2012~~ following ratification, the City will increase its contribution by ~~twenty~~ five dollars (~~\$20~~ \$5) to six hundred ~~fifty~~ sixty dollars (~~\$655~~ \$660) per month. Effective the first full pay period in October 2015, the City will increase its contribution by fifteen dollars (\$15) to six hundred seventy five dollars (\$675) per month. An employee who elects such coverage shall be responsible for payment of any premium in excess of the City's contribution which shall be deducted from the employee's paycheck.

Section 2. The City agrees to continue, if available, the present health care benefits unless otherwise negotiated but reserves the right to change companies on any coverage if in its opinion, the current premium cost for the benefits provided are excessive.

Section 3. In the event that the single employee premium for coverage is less than the contribution made by the City, such excess funds shall be utilized to reduce the premiums of all family coverage.

Section 4. In addition to the Section 125 benefit for medical insurance deductions, the City at its sole discretion may offer additional Section 125 benefits to bargaining unit members. Implementation of additional benefits is conditioned upon compliance with Section 125 regulations including, but not limited to, the requirement that any such benefits must be made available to all City employees. The City retains the sole and exclusive right to administer such benefit plan including, but not limited to, the right to develop and revise benefits and procedures.

Section 5.1 For bargaining unit members who retire on or after October 1, 2000, but prior to October 1, 2002, the City will contribute one hundred and fifty dollars (\$150.00) per month for medical insurance benefits to members who retire under a normal retirement. This contribution shall become effective beginning the month following normal retirement and shall remain constant until the member attains Medicare eligibility, at which time all contributions shall cease.

Section 5.2 For bargaining unit members who retire on or after October 1, 2002, the City will contribute two hundred dollars (\$200.00) per month for medical insurance benefits to members who retire under a normal retirement. This contribution shall become effective beginning the month following normal retirement and shall remain constant until the member attains Medicare eligibility, at which time all contributions shall cease.

Section 5.3 The City will ~~mail~~ deposit the retiree medical insurance benefit ~~to the retiree's home address~~ into the retiree's designated direct deposit bank account.

Section 5.4 Retiree health insurance benefits will not be provided to employees hired on or after the date of ratification.

~~Section 6. An employee electing to participate in the Early Retirement Pension Bonus Incentive, in accordance with Article 51, Section 6 is eligible to remain in the City sponsored comprehensive health and dental programs for twelve (12) months following their retirement. The retiree will be responsible for payment of any premium in excess of the City's contribution. During this twelve (12) month period the employee will not be eligible to receive Retiree Insurance Health Benefits outlined in Section 5.2 of this Article.~~

**ARTICLE 47 - LONGEVITY PAY**

Section 1. Each regular full-time employee hired prior to April 10, 1983, who has served as such continuously for five (5) or more full years, shall receive an annual longevity payment on or before December 1 of each calendar year in accordance with the following schedule

<u>Total Continuous Service</u>	<u>Annual Longevity Payment</u>
5 through 9 years	2-1/2% of annual salary
10 through 14 years	5% of annual salary
15 through 19 years	7-1/2% of annual salary
20 through 24 years	10% of annual salary
25 or more years	12-1/2% of annual salary

("Annual Salary" as used herein, shall mean the employee's base salary, excluding any benefit payment or extra compensation received.)

Section 1.1 For purposes of computing longevity pay, Workers' Compensation, Social Security, and disability benefits shall not be considered as part of the employee's base salary.

Section 2. Each regular full-time employee hired between April 10, 1983 and September 28, 2005, who has served as such continuously for five (5) or more full years, shall receive an annual longevity payment on or before December 1 of each calendar year in accordance with the following schedule:

<u>Total Continuous Service</u>	<u>Annual Longevity Payment</u>
---------------------------------	---------------------------------



5 through 9 years	\$550
10 through 14 years	\$1,100
15 through 19 years	\$1,650
20 through 24 years	\$2,200
25 or more years	\$2,750

Section 3. Bargaining unit employees hired after September 28, 2005 shall not be eligible for any longevity benefit.

### **ARTICLE 48 - INJURY PAY (I-TIME)**

Section 1. An employee who sustains an on-the-job injury and is unable to return to work shall be paid for eight (8) hours for the day on which the injury occurs.

Section 2. If, in the judgment of the City's authorized physician(s) or practice(s), an employee is unable to work due to an on-the-job injury, the City will provide the injured employee with regular pay for the first seven (7) calendar days following the day of injury.

Section 3. Following the first seven (7) calendar days after the injury, the injured employee shall receive the appropriate Workers' Compensation and, at the option of the employee, may utilize accrued sick and/or vacation leave to the extent necessary to equal the employee's regular biweekly salary.

Section 4. Commencing on the ninety-first (91st) calendar day following the day of injury, the injured employee shall receive disability compensation in accordance with Chapter 20 of the Code of Ordinances of the City of Fort Lauderdale, which amount may be supplemented, at the employee's option, by utilizing accrued sick and/or vacation leave to the extent necessary to equal the employee's regular biweekly salary.

Section 5. The Director of Human Resources, upon recommendation of the appropriate department head or his/her designee, shall have the authority to approve the reinstatement of accrued sick and/or vacation leave utilized by an injured employee. When an employee is injured because of the negligence of the City, it is agreed that the City will reinstate the sick and/or vacation leave utilized by the injured employee. No reinstatement shall be approved if the injury sustained by the employee occurred through, or as a result of, negligence, or willful misconduct of the employee, nor shall reinstatement be approved while the employee is receiving Workers' Compensation benefits. The request for reinstatement must be made within sixty (60) calendar days from the date the employee was released to full unrestricted duty and has served at least twenty (20) scheduled work days without complication related to the injury.

Section 6. Employee who sustain an on the job injury are subject to the City of Fort Lauderdale's Light (Limited) Duty Return to Work Program in Chapter 6, Section 6, subsection 2 of the City of Fort Lauderdale's Policy and Standards Manual.

## **ARTICLE 49 - STANDBY PAY**

Section 1. An employee on standby who is not confined to his/her home or any particular place, but is only required to leave word where the employee may be reached, shall be paid as follows:

- A. During the specified standby hours on a non-duty day, the employee shall receive two (2) hours pay at the straight time rate.
- B. During the specified standby hours on a duty day, the employee shall receive one (1) hour pay at the straight time rate.

Section 2. A "non-duty day" shall be defined as any scheduled day off during a calendar week.

Section 3. A "duty day" shall be defined as any day during which all or a majority of an eight (8) or ten (10) hour shift is worked between the hours of 12:01 a.m. and 12:00 midnight of any given day.

Section 4. An employee who is confined to his/her home or to a fixed place shall receive one and one-half (1-1/2) times the regular rate for time spent on Stand-By.

Section 5. When an employee who is not confined to his/her home or to a fixed place is summoned to return to work during the specified standby hours, standby pay shall not be paid, but the employee shall be paid call back pay as provided in Article 50, "Call Back Pay".

Section 6. If an employee on standby status cannot be reached or fails to report to work as directed, standby pay shall not be paid and the employee shall be subject to appropriate disciplinary action. Such disciplinary action shall be subject to the grievance procedure.

Section 7. The City will attempt to rotate standby duty as equitably as possible amongst those employees within a particular work unit who are capable of performing the required work.

### **ARTICLE 50 - CALL BACK PAY**

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

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

Section 3. The three (3) hour minimum call-in pay provision shall not apply in those instances in which the overtime commences two (2) or fewer hours prior to and runs continuously into the employee's regular shift or commences immediately upon termination and follows on a continuous basis with the employee's regular work shift or when the employee is called back to work to rectify his/her own error or omission. In such instances, the employee shall be compensated for the exact hours worked at the appropriate rate.

### **ARTICLE 51 - MODIFICATIONS TO THE RETIREMENT SYSTEM**

Section 1. The City and the Union acknowledge that the City has enacted Chapter 20, Article IV, Division 2 of the Code of Ordinances of the City of Fort Lauderdale which provides a mandatory retirement system for General Employees; and further acknowledge that this Article is not intended to, in any way, modify any provision of that legislative enactment or to change or increase or diminish the legal rights of the City or any current member of that retirement system.

Section 2. The City and the Union acknowledge that the City's mandatory retirement system is administered, supervised and managed by a Board of Trustees accountable as fiduciaries to employee members of the retirement system. The Board of Trustees is not a party to this Agreement. The City and Union, therefore, agree that the terms of the retirement system shall not be incorporated into this Agreement and that no dispute arising from the interpretation or application of the retirement system or any decision of the Board of Trustees shall be subject to the grievance/arbitration provision of this Agreement.

Section 3. The Normal Retirement Date for Group I Members shall be fifty-five (55) years of age or thirty (30) years of service, whichever shall first occur.

Section 4. The accrued service credit rate for Group I Members, shall be three percent (3%) per year as applied against the member's average monthly earnings for all years of service for the first twenty-five (25) years and two and one-half percent (2.5%) for all years of service in

excess of twenty-five (25); provided, however, the maximum benefit accrual permitted for such Group I Member shall be ninety percent (90%) of such member's average monthly earnings

Section 5. Any employee hired on or after January 21, 2004, who joins the General Employees Retirement System (GERS), must be employed for a minimum of five (5) years to be eligible for a retirement benefit.

~~Section 6.~~ The City agrees to submit to the City Commission proposed amendments to Chapter 20, Article IV, Division 2 of the Code of Ordinances (General Employees' Retirement System) ("GERS") to implement a Bonus Incentive for Retirement Program by which the City provides a Bonus Incentive for eligible Employees to terminate their employment with the City and begin a retirement at the earliest available date under the terms of the Bonus Incentive for Retirement Program:

1. ~~Defined Terms.~~ The following defined terms shall be applicable under the Bonus Incentive for Retirement Program:

~~**Bonus Incentive for Employees** who meet the eligibility requirements as of the Eligibility Date and deliver the Notice, Resignation and Waiver as required in Sec. (5) (b) hereof within the Window Period for Election, shall mean the supplementing of the months of Service Credit otherwise earned by the Employee under the Sec. 20-110 (a) (1), through his last day of employment by adding up to an additional thirty (30) months of Service Credit as a bonus under the Bonus Incentive for Retirement Program.~~

~~**Eligibility Date** shall mean November 23, 2011, the date upon which eligibility for participation in the Bonus Incentive for Retirement Program is determined. For the purpose of determining eligibility, an Employee's age and Service Credit as of the Eligibility Date shall be controlling. If an Employee has not attained the specified Service Credits or age by the Eligibility Date, the Employee is not eligible to participate in the Bonus Incentive Program for Retirement.~~

~~**OWBPA** means the Older Workers' Benefits Protection Act.~~

~~**Window Period for Election** shall mean the period within which an Employee must submit, on forms promulgated by the City, (i) Notice of Election, including an Irrevocable Resignation of Employment with an elected retirement date and (ii) OWBPA Acknowledgment, Waiver and Release. The Window Period for Election shall be a period commencing November 16, 2011 and ending January 17, 2012.~~

~~**Window Period for Retirement** shall mean the period within which an Employee must retire (last day of employment) in order to qualify for the Bonus Incentive. The Window Period for Retirement shall be a period commencing November 23, 2011 and ending March 16, 2012. An Employee who elects a retirement date outside the Window Period~~

~~for Retirement is not eligible to participate in the Bonus Incentive Program for Retirement. Retirements under the Bonus Incentive for Retirement Program shall be subject to the conditions and terms set forth in Section 5 hereof.~~

~~Other capitalized terms (e.g. Normal Retirement Date, Service Credit, Employee, Group I Member, Group II Member, etc) appearing in this Article refer to defined terms under GERS.~~

- ~~2. Normal Retirement Pension. The provisions of Sec. 20-109 (a) [Normal Retirement Date] and 20-110(b) [Normal Retirement Pension – Amount] to the contrary notwithstanding, during the Window Period for Election, Employees who, as of the Eligibility Date, are (i) Members of the Plan, and (ii) have a minimum of five (5) years of Service Credit under the Plan as of the Eligibility Date for Group I Members hired on or after January 1, 2004, and (iii) are fully vested as of the Eligibility Date and (iv) have attained 55 years of age or more or 27.5 years of Service Credit or more as of the Eligibility Date, shall be eligible to receive the Bonus Incentive under the terms and conditions of the Bonus Incentive for Retirement Program.~~
  
- ~~3. Early Retirement Pension. The provisions of Sec. 20-109 (b) [Early Retirement Date] and 20-110 (b) [Early Retirement Pension] to the contrary notwithstanding, during the Window Period for Election, Employees who, as of the Eligibility Date, are (i) Members of the Plan, and (ii) have attained the age of 50 years or more as of the Eligibility Date for Group I Members, or, for Group II Members have attained that age of 55 years or more as of the Eligibility Date and (iii) have completed 12.5 years or more of Service Credit as of the Eligibility Date, shall be eligible to receive the Bonus Incentive under the terms and conditions of the Bonus Incentive for Retirement Program.~~
  - ~~(a) For those Group I Members who are eligible to participate in the Bonus Incentive for Retirement Program as set forth in Section 3 above, “Early Retirement Pension” and who elect an immediate monthly pension under Sec. 20-110 (b) (2), the reduction factor of five twelfths (5/12) percent for each month by which the commencement date of such monthly pension precedes the Group I Member’s Normal Retirement Date, such reduction factor shall still be applied after addition of the Bonus Incentive.~~
  
  - ~~(b) For those Group II Members who are eligible to participate in the Bonus Incentive for Retirement Program as set forth in Section 3 above, “Early Retirement Pension” and who elect an immediate monthly pension under Sec. 20-110 (b) (2), the reduction factor of one third (1/3) percent for each month by which the commencement date of such monthly pension precedes the Employee’s Normal Retirement Date, up to a maximum of sixty (60) months and one half (1/2) percent for each additional month by which the commencement date of such monthly~~

~~pension precedes the Group II Members' Normal Retirement Date, such reduction factor shall be applied after addition of the Bonus Incentive.~~

- ~~(c) For those Employees who are eligible to participate in the Bonus Incentive for Retirement Program as set forth in Section 3 above, "Early Retirement Pension" and who elect a deferred monthly Pension commencing at their Normal Retirement Date equal to their accrued Pension under Sec. 20-110 (b) (1), there shall be no reduction factor after the addition of the Bonus Incentive.~~

4. ~~Service Retirement Pension. The provisions of Sec. 20-109 (d) [Service Retirement Date] and 20-110 (d) [Service Retirement Pension] to the contrary notwithstanding, during the Window Period for Election, Employees who, as of the Eligibility Date, are (i) Group II Members of the Plan, and (ii) have, as of the Eligibility Date, completed 27.5 or more years of Service Credit, shall be eligible to receive the Bonus Incentive under the terms and conditions of the Bonus Incentive for Retirement Program.~~

5. ~~Procedures and Conditions of Bonus Incentive Program for Retirement. The following procedures and conditions shall govern the Bonus Incentive Program for Retirement.~~

- ~~(a) All retirements administered under the Bonus Incentive for Normal Retirement and the time frames set forth herein shall be subject to compliance with Title II of the OWBPA. Under the OWBPA, once an Employee signs the OWBPA Acknowledgment, Waiver and Release that Employee has up to seven (7) days to rescind his signature. An Employee's last day of employment and first day of retirement may not fall within the seven (7) day period allowed for rescission.~~
- ~~(b) In order to be eligible to receive the Bonus Incentive an Employee must deliver to the GERS Plan Administrator and the City's Director of Human Resources within the Window Period for Election, on forms promulgated by the City, (i) a Notice of Election of Participation in the Bonus Incentive for Retirement Program, (ii) an irrevocable resignation of employment as of the elected last day of employment within the Window Period for Retirement, and (iii) an OWBPA Acknowledgment, Waiver and Release.~~
- ~~(c) In no event shall a Group I Member exceed the maximum benefit accrual of 90% of his Average Monthly Earnings as provided under Sec. 20-110 (a) (1) a. i. nor shall a Group II Member exceed the maximum benefit accrual of 45% of his Average Monthly Earnings as provided under Sec. 20-110 (a) (1) b.~~
- ~~(d) The Employee shall continue to accrue Service Credit through the last day of Employment.~~

Section 67. Service time and credit accrued in each of the City's defined benefit plans (GERS and Police and Fire Plans) shall be treated distinctly and are non-transferable. If the employee leaves the City's general service with a minimum of five (5) years of service in GERS, the employee's status in GERS when leaving the City's general service and while in the City's employ as a firefighter or police officer will be that of a terminated "vested" employee entitled to a GERS benefit structure at his normal retirement date (NRD). The employee's NRD benefit and accrual rate shall be that which is in effective date of the employee left the City's general service and became a Firefighter or Police Officer. For example, if the employee's accrual rate is 2.5% per year and his/her final average salary is calculated at \$35,000 at time of vesting in GERS, this same accrual rate and average salary calculation will be used in calculating the GERS benefit upon reaching his/her GERS NRD.

However, if the employee leaves the City's general service prior to five (5) years of service in GERS, the employee will not be vested and will have his/her employee contributions refunded to him/her, plus interest at three percent (3%).

Section 78. An employee receiving or eligible to receive a normal retirement pension benefit from General Employees Retirement System (GERS) will not be eligible to participate in either GERS or the 401 (a) Plan during any period of re-employment with the City.

Section 89. When an employee in the Defined Contribution 401(a) Plan has participated in that plan for the same period of time it would take the employee to get to the 90% maximum accrual cap under GERS, then, at that time, the City would cease making contributions to the Defined Contribution 401(a) Plan on behalf of that employee.

Section 910. Effective October 1, 2007, new hires will be enrolled in the City sponsored Defined Contribution Plan. The City will contribute 9% of the eligible employee's earnings to the Defined Contribution Plan.

Section 1011. Effective January 14, 2004, the Deferred Retirement Option Plan (DROP) will no longer be available to Group I and Group II members. Employees already in DROP will be permitted to complete any remaining DROP time.

Section 1112. Any employee eligible for membership in the General Employees Retirement System hired on or after October 1, 2002 and any Group I Member who terminates membership in the General Employees Retirement System ("eligible employee"), seeking and receiving refund of all contributions at the applicable rate of interest, may elect to participate in a City sponsored Defined Contribution Plan in lieu of participating in the General Employees Retirement System. Participation for such eligible employees in either the General Employees Retirement System or the City sponsored Defined Contribution Plan is mandatory. The City will contribute 9% of the eligible employee's earnings to the Defined Contribution Plan. An eligible employee may not participate in both General Employees Retirement System and the City sponsored Defined Contribution Plan.



Section 1243. Under Chapters 175 and 185, Florida Statutes, the City of Fort Lauderdale Police and Firefighters' Retirement System receives state premium tax revenues to provide "extra benefits" under that Retirement System. Under state law, the term "extra benefits" for Police and Firefighters means benefits in addition to or greater than those provided to general employees of the municipality. If, as a result of implementing any of the foregoing amendments to the General Employees Retirement System, it is actuarially determined in accordance with state standards that the benefits received by either Police or Firefighters under the City of Fort Lauderdale Police and Firefighters' Retirement System are no longer "extra benefits" within the context of Chapters 175 and 185, Florida Statutes, then the employees' contribution rate to the General Employees Retirement System shall be raised an additional one-quarter percent (.25%), from 6.0% to 6.25%. The increase in employees' contributions shall be retroactive to the event by which the Police or Firefighters were no longer receiving "extra benefits" within the context of Chapters 175 and 185, Florida Statutes. If, thereafter, the Police or Firefighter benefits increase so that they are receiving "extra benefits" beyond those of general employees, without the additional one-quarter percent (.25%) increase in general employee contributions, then the 6.25% contribution rate shall be adjusted back to the 6.0% contribution rate.

Section 1344. On July 15, 2003, the City Commission approved Ordinance No.C-03-27, which repealed the maximum age for GERS participation and permitted GERS excluded employees the option to remain in the Section 401(a) Plan or, in the alternative, to elect to join GERS on a prospective basis.

Section 1445. The parties recognize the City's funding obligation to the GERS pursuant to Florida Statutes 112.63 and 112.64, as may be amended from time to time. This section however, shall not be subject to the grievance and arbitration procedures of this Agreement in Articles 19 and 20.

## **ARTICLE 52 - TUITION PAYMENT PLAN**

Payment of tuition by the City of Fort Lauderdale for approved educational or training programs will be in conformance with the following:

- A. The City of Fort Lauderdale will, upon approval of the appropriate department head and the ~~City~~ Director of Human Resources or designee, pay the tuition of regular employees for eligible educational, vocational, technical, or adult training programs. An eligible program is one that, in the judgment of the Director of Human Resources, and the appropriate department head, is directly related to the employee's current position or to a related higher position and which will improve present job performance or prepare the employee for promotion. To qualify for a tuition refund, prior written approval must be obtained from the department head and the Director of Human Resources before any class work is undertaken.

- B. Eligible regular employees will be entitled to a refund of tuition upon the successful completion of each approved course, based upon the following scale:

<u>Grade</u>	<u>Refund</u>
A	100%
B	75%
C	50%
D or Below	None

For an educational program, a refund shall be paid for a maximum total of 24 semester hours or ~~36-~~ 32 quarter hours in any calendar year for eligible regular employees. For a vocational, technical, or adult training program, a refund shall be paid for a maximum total of 288 classroom hours in any calendar year. If no letter grade is given by the school, either formally or informally, the refund will be based on 75% of the tuition cost for the course; however, the employee may endeavor to secure from the institution or instructor an informal letter grade if no formal letter grading system is used. For an educational program, the refund shall be based upon and shall not exceed the established credit hour rate of tuition for regular courses/programs as charged by Florida accredited public universities and colleges. Tuition costs for accelerated, executive, or weekend degree programs, even if taken at public university or college, will be reimbursed at the regular credit hour rate. For a vocational, technical, or adult training program, the refund shall be based upon and shall not exceed the established rate of tuition as charged by the School Board of Broward County, Division of Vocational, Technical and Adult Education. Established rates of tuition shall be those in effect at the time the course is undertaken, regardless of the fact that the employee may be attending a private institution.

- C. If an employee voluntarily terminates ~~or is terminated from~~ his/her employment with the City within two (2) years after receiving tuition refund for any university or college courses; or vocational, technical or adult training programs, then the amount of tuition refund shall be immediately repaid by the employee to the City. Should an employee fail to immediately reimburse the City for the amount of such refund, the City may deduct the refund amount from any salary or wages due to the employee from the City.
- D. Any regular employee who is approved for attendance in any eligible educational, vocational, technical, or adult training program must pay tuition costs directly to and be accepted for enrollment by an accredited educational institution. No reimbursement will be made for textbooks, tuition differential, ~~lab~~ fees, or any other expenses. An accredited institution is defined as an institution accredited by one of the accrediting agencies or associations recognized by the U.S. Secretary of Education. Other accrediting bodies may be considered and approved on an individual basis by the Director of Human Resources. For vocational, technical, or adult education training programs, a printed

outline of the course work required must be provided by the school. No course work shall be performed during working hours unless the employee's department head approves use of authorized leave with pay for this purpose.

- E. Within thirty (30) days of the completion of approved course work, the employee shall present the original transcript notification, a Certificate of Satisfactory Completion or both to the Human Resources Department in order to be eligible for any tuition refund.

## **ARTICLE 53 – WORK RELATED LEGAL BENEFIT**

Section 1. The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the ~~Office of the City Attorney~~ or designee and to the City Manager, within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope and course of his/her employment and does not allege that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.<sup>(1)</sup>

Section 2. The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been timely received by the ~~Office of the City Attorney~~ or designee and to the City Manager, within five (5) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope of his/her employment, even if the Complainant also alleges in the alternative that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. However, in those cases in which the City has reason to believe that there exists a substantial factual basis for the allegations in the suit of bad faith, malicious purpose or actions exhibiting wanton and willful disregard of human rights, safety or property, the employee shall be notified that he/she must provide his/her own defense at his/her own expense, and the City shall not be required to either continue or undertake the defense of the employee.

Section 3. In a civil damage suit in which a defense is provided by the City, the City will indemnify that employee against any judgments, except for punitive damages, rendered in that suit against the employee as a result of his/her actions which occurred while he/she was acting within the scope and course of his/her employment, up to the limits specified in 768.28(5), Florida Statutes, as amended.

Section 4. At any time after the City has undertaken the defense of an employee in a civil damage suit, the employee, at his/her own expense, may, with the permission of the City Manager, hire counsel of his/her choice and substitute that counsel, with the consent of the applicable court, for the counsel provided by the City without affecting the employee's rights to indemnification under Section 3 of this Article. The employee must have the approval by the City Attorney of the attorney selected by the employee and/or the attorney's rates of compensation before proceeding with seeking the court's consent.

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<sup>(1)</sup> 768.28, Florida Statutes

Section 5. The employee agrees to cooperate fully with the City if the City undertakes the defense of the employee. If the employee fails to cooperate, then the employee will be notified that the City may not continue to provide counsel and indemnification.

## **ARTICLE 54 - SHIFT DIFFERENTIAL**

Section 1. A list of specific classifications covered by shift differential will be found in Appendix D.

Section 2. Employees working in positions listed in Appendix D who are regularly assigned to night shift and/or weekend work shall be compensated at five percent (5%) above the existing pay range for their job classifications.

Section 3. Employees working in positions listed in Appendix D who are regularly assigned to work schedules involving only one (1) day of a weekend (Saturday or Sunday) shall be compensated at two and one-half percent (2.5%) above the existing pay range for their job classification.

Section 4. The above mentioned shift differential pays shall not be cumulative (i.e., no pyramiding). If both Sections 1 and 2 apply simultaneously, the employee shall receive the higher of the two.

Section 5. An employee shall be considered to be working a "night shift" when half or more of the hours worked occur between 6:00 p.m. and 6:00 a.m. on a regularly scheduled basis.

Section 6. An employee shall be considered to be working weekend days when half or more of the hours worked on a shift occur on a Saturday or Sunday on a regularly scheduled basis.

Section 7. An employee is considered to be working a night shift or weekend shift only when the employee's regular schedule for a workweek calls for night and/or weekend work. Work on a night shift and/or weekends of an occasional nature does not qualify for shift differential pay.

Section 8. Employees working in positions listed in Appendix D who are on regularly rotating shifts shall be eligible for shift differential when regularly scheduled to work on a "night shift" or on a Saturday and/or Sunday.

Section 9. Effective October 1, 1995, employees who were receiving shift differential of either five percent (5%) or two and one-half (2.5%) as of September 30, 1995, shall continue to receive shift differential in a flat dollar amount equal to the percentage amount they were receiving on September 30, 1995. Shift differential for such employees shall be capped at such

flat dollar amount, provided that such employee continues to meet the conditions for such shift differential as defined in this Article.

The provisions of this Section shall also apply to employees who were assigned to rotating shifts as of September 30, 1995, but were not eligible for shift differential at that time due to temporary assignment to day shift and/or weekdays.

[E.g. An employee who is receiving shift differential of five percent (5%) as of September 30, 1995, and whose biweekly salary is one thousand dollars (\$1,000.00) shall continue to receive shift differential at the flat rate of fifty dollars (\$50.00) biweekly ( $\$1,000 \times .05 = \$50$ ) as long as he continues to be eligible for such shift differential. If that same employee gets a pay increase on or after October 1, 1995, and his/her biweekly salary is increased to one thousand five hundred dollars (\$1,500.00), the shift differential will not change, and the employee will continue to receive shift differential at the flat rate of fifty dollars (\$50.00) biweekly.]

Section 10. Effective October 1, 1995, all Bargaining Unit employees who are assigned to afternoon or night shift as defined in Section 11 of this Article shall be eligible for shift differential as follows, unless they receive shift differential in accordance with Section 9 of this Article:

Afternoon Shift	\$15.00 biweekly
Night Shift	\$25.00 biweekly

Section 11.0 Effective October 1, 1995, an employee who is eligible for shift differential as described in Section 10, shall be considered to be working an afternoon shift when half (1/2) or more of his/her regularly scheduled workday occurs between the hours of 3:00 p.m. and 11:00 p.m. An employee who is eligible for shift differential as described in Section 10 of this Article shall be considered to be working night shift when half (1/2) or more of his/her regularly scheduled workday occurs between the hours of 11:00 p.m. and 7:00 a.m. In the event an employee's regularly scheduled workday is split evenly between the afternoon and night shift, such employee shall receive only the shift differential pay for night shift.

Section 11.1 An employee shall be considered to be working an afternoon or night shift only when the employee's regular schedule for a workweek calls for afternoon or night shift work. Work on an afternoon or night shift of an occasional nature does not qualify for shift differential pay.

Section 11.2 Employees who are on regularly rotating shifts shall be eligible for shift differential when regularly scheduled to work on an afternoon or night shift.

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## **ARTICLE 55 - PERFORMANCE RATING REVIEW**

**Section 1.** An employee who objects to a marginal or unsatisfactory performance rating because the employee believes that the rater was prejudiced may have such rating reviewed by the rating and review authority generally within two (2) weeks after the employee requests such review. If, after such review, the employee still believes the rater was prejudiced, the employee may appeal the rating to a Rating Review Committee, as provided in Section 2. Prejudice shall be defined as an opinion formed without knowledge, thought, and reason.

The marginal or unsatisfactory rating referred to above shall be for the entire rating and not any one (1) section thereof. In the event that an employee receives a marginal or unsatisfactory rating of a particular category within the rating, the employee shall have the right to submit a written rebuttal concerning the facts at issue.

**Section 2.** An employee who, after the review provided in Section 1, wishes to appeal shall submit a written request to the Director of Human Resources within seven (7) days following the review by the rating and review authorities. After determining that the review provided in Section 1 has been held, the Director of Human Resources shall appoint a Rating Review Committee to determine if the employee's rating was based on a prejudiced consideration by the rater rather than on the performance of the employee. The Rating Review Committee shall consist of:

- A. the employee's department head or designee, unless the Department Head was the rater's supervisor, in which case another Department Head familiar with the class of work performed by the appealing employee shall be appointed;
- B. the Director of Human Resources or designee;
- C. an employee selected by the appealing employee, who shall be selected from the same classification as that of the appealing employee. In the event there are no other employees of the same classification, the Director of Human Resources shall designate related classifications of employees from which the employee may select.

**Section 3.** The Director of Human Resources will act as chairperson of the Rating Review Committee or shall appoint a chairperson in the event of absence. A written statement indicating which part of the Performance Rating Report the employee considers to be prejudiced must accompany the request for review. The employee's appeal shall be promptly considered by the Rating Committee in the order of its filing. The employee and the employee's rater and rater's supervisor shall be present during the review of the employee's appeal. Proceedings shall be informal, orderly and pertain to the presentation of information and evidence relating to the employee's belief of prejudiced consideration of the rater during the period the rating evaluation covers.



Section 4. Employees who have observed the employee's performance for a considerable amount of time of this period may testify. The Rating Committee shall carefully budget the time of all employees appearing before it so that the operations of the department will not be disrupted. The appealing employee may also submit a written statement to the Board for inclusion in the records.

Section 5. The Committee shall decide whether or not the rater was prejudiced and shall render a written decision within two (2) days following conclusion of the hearing.

Section 6. Supervisors shall rate employees based upon the criteria contained within the Employee Performance Rating System Supervisor's Handbook. In evaluating attendance, the supervisor shall consider the cause, duration and frequency of absences due to medical reasons.

Section 7. The employee shall be provided with a copy of the completed evaluation form.

Section 8. The employee may choose to be accompanied by an authorized Union representative.

Section 9. The decision of the Rating Review Committee is final and there shall be no further appeal.

## **ARTICLE 56 - VACANT**

## **ARTICLE 57 - ENTIRE AGREEMENT**

Section 1. The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right 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 understandings and agreements arrived at by the parties are set forth in this Agreement.

Section 2. The parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3. Notwithstanding the above, the parties recognize the obligation to negotiate regarding any contemplated change which will significantly affect a term or condition of employment not contained in this Agreement.

## **ARTICLE 58 - DURATION OF AGREEMENT**

Section 1. This Agreement shall become effective upon ratification and shall remain in full force and effect until the 30th day of September, ~~2013~~ 2016. It shall automatically be renewed from year to year thereafter unless either party shall have notified the other, in writing, no later than March 1, ~~2013~~ 2016, or by March 1 of any year thereafter, of an intention to negotiate a successor Agreement.

## **ARTICLE 59 - SAVINGS CLAUSE**

Section 1. If any article or section of this Agreement should be determined by the City to be in conflict with any existing or subsequently enacted State or Federal legislation or judicial decision, all other articles and sections of this Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion(s).

Section 2. In the event of such determination, the City agrees to notify the Union of its intent to implement such change within thirty (30) days of such notice. The Union shall have the right to appeal such determination within thirty (30) days of such notice to the appropriate court. During the time of such appeal, the City will effect no change in the contract until such appeal has been resolved by the appropriate court within the State or Federal Judicial System.

Section 3. In the event of invalidation of any article or section, the parties agree to meet within thirty (30) days of such determination for the purpose of negotiating a replacement for such article or section.

**APPENDIX A – GENERAL EMPLOYEES BARGAINING UNIT**

The following represents an alphabetical listing of Bargaining Unit represented job classifications and indicates the pay range amount class code and the types and weights of examination activities to be utilized in establishing Promotional Employment Lists. As part of the examination process, a medical examination is included for all classifications. Further, a polygraph examination may be required for designated positions and classifications. The City agrees that prior to modifying any item in the "Type of Examination" (including weights) for a promotional position, it will meet and confer with the Union. When new or revised classifications are created, the City will notify the Union of the types and weights of the examination activities established for the classification.

**Type of Examination**

Classification	Pay Range	Class Code	Exam or Non-Exam	Written	Interview	T&E	Performance
Accident Investigator I	33	412	Non-Exam				
Accident Investigator II	42	413	Exam		100%		
Accounting Clerk	32	018	Exam	100%			
Administrative Aide	40	112	Exam	50%	50%		
Air Conditioning Technician	46	339	Exam			100%	
Airport Operations Aide	41	443	Exam		100%		
Airport Programs Administrative Aide	41	446	Exam		100%		
Apprentice Municipal Maintenance Worker	23	256	Non-Exam*				
Ball Field Groundskeeper	31	277	Non-Exam				
Beach Lifeguard	35	700	Non-Exam*				Pass/Fail
Building Inspector	51	482	Exam		100%		
Building Inspector II	53	487	Non-Exam				
Building Inspector III	55	491	Exam		100%	Pass/Fail	
Carpenter I	39	336	Exam			100%	
Carpenter II	46	337	Exam			100%	
Clerk I	26	004	Non-Exam*				
Clerk II	29	006	Exam	100%			
Clerk III	36	008	Exam	50/40%	50/60%		
Clerk Typist I	26	014	Exam	50%			50%
Clerk Typist II	30	016	Exam	50%			50%
Code Compliance Officer	42	485	Exam		100%		
Communications Specialist	39	656	Non-				

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			Exam				
Communications Specialist Trainee	38	655	Exam	50%	50%		
Computer Operator I	34	075	Exam	100%			
Computer Operator II	39	076	Exam	Qualifying	100%		
Construction Review Specialist	46	808	Exam		60%	40%	
Construction Worker I	34	557	Non-Exam*				
Construction Worker II	40	558	Non-Exam				
Construction Worker III	47	559	Exam			100%	
Copy Center/Mail Technician	31	030	Non-Exam*				
Crime Analyst I	42	599	Exam		100%	Pass/Fail	
Crime Analyst II	44	588	Exam		100%	Pass/Fail	
Crime Analyst Trainee	40	587	Exam		100%	Pass/Fail	
Crime Scene Investigator	43	619	Exam	40%	60%		
Custodian I	21	257	Non-Exam*				
Custodian II	23	258	Non-Exam				
Customer Service Representative I	31	011	Exam	100%			
Customer Service Representative II	34	013	Exam	100%			
Data Control Clerk	35	044	Exam	100%			
Detention Officer	D1	613	Exam	25%	75%		
Diesel Technician	45	375	Exam			100%	
Dockmaster	42	731	Exam		100%		
Economic Development Program Aide	40	802	Exam		100%		
Electrical Assistant	38	345	Exam		50%		50%
Electrical Assistant II	39	352	Exam	100%			
Electrical Helper	35	346	Exam	100%			
Electrical Inspector	50	488	Exam		100%		
Electrical Inspector II	53	489	Non-Exam				
Electrical Plans Examiner	55	541	Exam		100%		
Electrician	46	344	Exam	100%			
Electro Technician	46	250	Exam	100%			
Electronics/Instrument Technician	42	251	Exam	100%			
Engineering Aide I	30	502	Non-Exam*				
Engineering Aide II	35	504	Exam	100%			
Engineering Assistant	41	503	Exam		100%		

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Engineering Inspector I	47	520	Exam		60%	40%	
Engineering Inspector II	50	521	Non-Exam				
Engineering Records Technician	48	512	Exam		100%	Pass/Fail	
Engineering Technician	46	511	Exam	60%	40%		
Engineering Technician II	48	513	Non-Exam				
Environmental Inspector	46	424	Exam	100%			
Environmental Inspector II	49	428	Non-Exam				
Environmental Lab Technician	44	591	Exam	100%			
Fabricator-Welder	45	329	Exam			100%	
Geographic Information Systems Technician	44	163	Exam			100%	
Graphic Designer	41	026	Exam			100%	
Haitian Community Relations Specialist	42	618	Exam		100%	Pass/Fail	Pass/Fail
Head Groundskeeper	39	278	Exam	50%		50%	
Heavy Equipment Operator	39	215	Exam				100%
Horticulturist	42	282	Exam			100%	
Housing Rehab Financial Aide	40	809	Exam		100%		
Industrial Electrician	46	347	Exam	100%			
Industrial Electrician II	47	351	Exam	100%			
Irrigation Repairperson	40	285	Exam			100%	
Irrigation Technician	46	284	Exam		100%		
Landscape Inspector	43	498	Exam		100%	Pass/Fail	
Latent Fingerprint Examiner	49	604	Exam	100%		Pass/Fail	
License Inspector	40	052	Exam		100%		
Machinist	45	385	Exam			100%	
Marina Attendant I	28	743	Non-Exam				
Marina Attendant II	32	744	Exam	100%			
Mechanical Inspector	50	486	Exam		100%		
Mechanical Inspector II	53	499	Non-Exam				
Mechanical Plans Examiner	55	518	Exam		100%		
Messenger	29	029	Non-Exam*				
Meter Reader Coordinator	40	040	Exam		100%		
Meter Reader/Service Worker	32	042	Exam	100%			
Micrographics Technician	27	027	Non-Exam	100%			
Municipal Maintenance Worker I	27	260	Non-Exam				
Municipal Maintenance Worker II	31	261	Non-Exam				Pass/Fail (If applicable)

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Municipal Maintenance Worker III (Parks)	34	262	Non-Exam				Pass/Fail (If applicable)
Municipal Maintenance Worker III (Public Works)	36	264	Non-Exam				Pass/Fail (If applicable)
Municipal Maintenance Worker IV (Parks)	36	263	Non-Exam				Pass/Fail (If applicable)
Municipal Maintenance Worker IV (Public Works)	39	265	Non-Exam				Pass/Fail (If applicable)
Network Support Technician	47	162	Exam	100%			
Offset Press Operator	33	031	Exam		100%		
Offset Press Operator II	36	054	Exam		40%	60%	
Organized Crime Analyst	42	605	Exam		100%		
Painter (Maintenance)	37	332	Exam			100%	
Park Attendant	21	719	Non-Exam*				
Park Lifeguard	29	736	Non-Exam*				
Park Ranger I	33	713	Exam		100%		
Park Ranger II	37	708	Exam		100%		
Parking Enforcement Specialist	32	602	Exam	50%	50%		
Parking Facilities Maintenance Coordinator	37	306	Exam		100%		
Parking Lot Attendant	26	039	Non-Exam*				
Parking Meter Collector	29	301	Non-Exam				
Parking Meter Mechanic Trainee	29	308	Exam	100%			
Parking Meter Mechanic	34	300	Non-Exam				
Parking Meter Software Support Coordinator	40	309	Exam			100%	
Parking Meter Technician Trainee	36	307	Non-Exam				
Parking Meter Technician	40	299	Non-Exam				
Parks Maintenance Coordinator	39	266	Exam		100%		
Pest Control Technician	34	253	Non-Exam				
Photographic Technician	37	611	Exam		100%		
Plumber (Maintenance)	41	340	Exam		100%		
Plumber Inspector	50	494	Exam		100%		
Plumbing Inspector II	53	493	Non-Exam				
Plumbing Plans Examiner	55	519	Exam		100%		
Police Aide I	30	608	Exam	50%	50%		

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Police Aide II	31	609	Exam	50%	50%		
Police Aide II – Specialist	37	654	Exam	50%	50%		
Police Aide III	40	600	Exam		100%		
Police Forfeiture Coordinator	35	615	Exam	50%	50%		
Police Records Clerk	31	034	Exam	100%			
Pool Equipment Mechanic	40	341	Exam			100%	
Pool Lifeguard I	29	701	Non-Exam*				Pass/Fail
Pool Lifeguard II	33	702	Exam				Pass/Fail
Pool Maintenance Worker	30	335	Exam		100%		
Procurement Assistant	39	128	Exam	50%	50%		
Programmer	40	069	Exam	100%			
Public Safety Aide	34	598	Exam	50%	50%		
Receptionist	26	038	Non-Exam				
Recreation Leader II	22	721	Exam		100%		
Recreation Programmer I	34	724	Exam	100%			
Recreation/Aquatic Programmer	39	720	Exam		100%		
Regional Wastewater Plant Operator II	43	369	Exam		100%		
Secretary I	34	022	Exam	40%	50%		10%
Secretary II	38	005	Exam	40%	60%		Pass/Fail
Security Guard I	25	204	Non-Exam*				
Security Guard II	30	203	Non-Exam*				
Security Guard III	32	205	Non-Exam*				
Senior Accounting Clerk	40	019	Exam	100%			
Senior Code Compliance Officer	44	483	Exam			100%	
Senior Customer Service Representative	41	015	Exam	50%		50%	
Senior Electro-Technician	47	252	Exam		100%		
Senior Parking Meter Mechanic	42	302	Exam		100%		
Senior Parking Meter Technician	42	310	Exam		100%		
Senior Parking Services Officer	39	622	Exam		100%		
Senior Parking Services Representative	37	081	Exam		100%		
Senior Pest Control Technician	43	255	Exam			100%	
Senior Police Records Clerk	37	037	Exam	100%			
Senior Utilities Customer Service Aide	38	419	Exam	50%	50%		
Service Clerk	34	012	Exam	100%			
Small Equipment Mechanic I	40	304	Exam			100%	
Small Equipment Mechanic II	41	305	Exam		100%		
Solid Waste Collector	36	223	Non-Exam				
Stable Attendant	30	268	Non-				



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			Exam*				
Stadium Worker	21	276	Non-Exam*				
Storekeeper I	30	062	Non-Exam*				
Storekeeper II	34	064	Non-Exam*				
Storekeeper III	37	063	Exam			100%	
Structural Plans Examiner	55	541	Exam		100%		
Survey/CADD Coordinator	54	514	Exam		100%		
Technical Support Coordinator	36	045	Exam		100%		
Technical Support Coordinator II	42	077	Exam	100%			
Telecommunicator I	33	606	Non-Exam*				
Telecommunicator II	35	607	Non-Exam				
Telecommunicator III	37	610	Non-Exam				
Telephones Systems Specialist	42	071	Exam		100%		
Utility Field Representative	39	242	Exam	50%	50%		
Utilities Customer Service Aide	34	418	Exam	50%	50%		
Utilities Mechanic I	41	380	Exam	100%			
Utilities Mechanic II	45	382	Exam	100%			
Utilities Serviceworker	U001	233	Non-Exam				
Utilities Serviceworker III	37	238	Exam	40%	60%		
Utilities Serviceworker IV	40	239	Exam	40%	60%		
Video Production Specialist	41	411	Exam			100%	
Wastewater Treatment Plant Operator I	39	388	Non-Exam				
Wastewater Treatment Plant Operator Trainee	37	384	Exam	100%			
Water Treatment Plant Operator I	39	387	Non-Exam				
Water Treatment Plant Operator II	43	389	Exam		100%		
Water Treatment Plant Operator Trainee	37	383	Exam	100%			
Word Processing Secretary	33	017	Exam	60%		40%	
Zoning And Landscape Inspector	43	480	Exam	50%	50%		

\*An entry-level classification exempt from the posting requirements contained in Article 25, Section A, Non-Exam Classifications.

**APPENDIX B – VACANT**

**APPENDIX C - ASSIGNMENT PAY**

<b>Job Classification</b>	<b>Assignment</b>	<b>Assignment Pay</b>
485 Building Inspector	Assigned to Code Enforcement Section	\$50.00 biweekly
<del>613 Detention Officer</del>	<del>Assigned as Field Training Officer (FTO)</del>	<del>\$65.00 biweekly</del>
344 Electrician	Assigned to roadway lighting	\$80.00 biweekly
Designated Employees	Assigned to high-time	\$45.00 biweekly
332 Painter (Maintenance)	Assigned lead-worker over a crew of two or more painters	\$35.00 biweekly
<del>494 Plumbing Inspector</del>	<del>Assigned to Code Enforcement Section</del>	<del>\$50.00 biweekly</del>
034 Police Records Clerk	Assigned as Alarm coordinator	\$80.00 biweekly
380 Utilities Mechanic I	Assigned to maintain one-person mechanical refuse vehicles	\$58.00 biweekly
Designated Employees	Asbestos Removal	20% above current rate while performing asbestos removal
<del>Designated Employees</del>	<del>Assigned as tractor trailer driver at Trash Transfer Station</del>	<del>\$50.00 biweekly</del>
Designated Employees	Licensed in herbicides and assigned to perform pest control work	\$35.00 biweekly
Designated Employees – Pipe Crew	Underground Lead	\$225.00 biweekly
Designated Employees – Pipe Crew	Senior Heavy Equipment Operator	\$30.00 biweekly
Designated Employees	Assigned as Communications Training Officer (CTO)	5% biweekly
Designated Employees	Assigned Cabinetry Project	5% biweekly while building cabinets
Designated Employees	Assigned as Field Training Officer (FTO)	Program criteria and \$\$ to be mutually agreed by City & Union
<u>Parking Enforcement Specialist</u>	<u>Assigned as Field Training Officer (FTO)</u>	<u>\$65.00 biweekly</u>
<u>Public Safety Aide</u>	<u>Assigned as Field Training Officer (FTO)</u>	<u>\$65.00 biweekly</u>

**APPENDIX D - JOB CLASSES ELIGIBLE FOR SHIFT DIFFERENTIAL**

Accounting Clerk  
Clerk I  
Clerk II  
Clerk III  
Clerk Typist I  
Clerk Typist II  
Computer Operator I  
Computer Operator II  
Data Control Clerk  
Engineering Assistant  
Parking Lot Attendant  
Parking Meter Collector  
Park Ranger I  
Park Ranger II  
Police Records Clerk  
Receptionist  
Regional Wastewater Plant Operator II  
Secretary I  
Senior Accounting Clerk  
Senior Police Records Clerk  
Service Clerk  
Storekeeper I  
Wastewater Treatment Plant Operator I  
Wastewater Treatment Plant Operator II  
Water Treatment Plant Operator I  
Water Treatment Plant Operator II  
Word Processing Operator

**APPENDIX E – PAY RANGES**

**APPENDIX F - COMMUNICATIONS SPECIALIST / TRAINEE**

- A. The parties agree to the following with respect to appointment, reclassification and progression in the Telecommunication and Communications Specialist classifications series:
1. The Communications Specialist Trainee shall be an examination classification job.  
  
Employees appointed as Communications Specialist Trainee shall be assigned to minimum of Pay Range 38.
  - 1.1 In all cases, an employee who does not test proficient in fire dispatch prior to one (1) year from the date of appointment as a Communications Specialist Trainee, said employee shall be deemed as not having successfully completed the probationary period.
  - 1.2 A employee appointed as a Communications Specialist Trainee shall be considered to be in a probationary status until completion of twelve months (two hundred fifty actual work days) or upon successfully testing proficient in fire dispatch, whichever is later. When the employee has not served a probationary period in another classification it is the City's right to dismiss or retain such probationary employee at its sole, non-arbitrable discretion.
  - 1.3 In the event the Trainee has completed a probationary period in another classification and fails to successfully complete the probationary period in the Trainee class, the employee will be assigned to fill a vacancy in a job classification previously held within the Department. If no such vacancy exists, the employee will be laid off in accordance with the provisions of Article 18 - Layoff / Recall.
  - 1.4 Upon testing proficient in fire dispatch, the employee shall be reclassified to Communications Specialist, Pay Range 39, will receive a five percent (5%) pay increase and must serve a six (6) month probationary period in that classification. Such employee is eligible for annual merit increases as provide in Article 45 - Rates of Pay.
  - 1.5 An employee who fails to successfully complete the six (6) month probationary period is not eligible to return to the Trainee classification, but may be eligible for reassignment or layoff in accordance with Article 18 - Layoff / Recall if he/she has completed any twelve month probationary period.

B. CTO Assignment Pay

1. Bargaining Unit employees shall be eligible for assignment pay in the amount of five percent (5%) of the employee's basic hourly rate when assigned as a Communications Training Officer (CTO).
  - 1.1 Appointment and removal from assignment as a CTO is at the discretion of the City. Employees assigned as CTO's must meet all established requirements and qualifications. CTO's may be required to perform supervisory responsibilities when necessary.
2. The parties recognize the need to temporarily assign a Communications Specialist to act as a Communications Training Officer (CTO) when a designated CTO is not available. Therefore, the parties agree that a Communications Specialist assigned CTO duties on a temporary basis shall receive five percent (5%) above the employee's current straight time rate of pay for the hours actually worked as a temporary CTO.

Qualifications for Temporary CTO

- Temporary CTO will be assigned from a list of employees interested in assignment as temporary CTO.
- Employee assigned as a temporary CTO must have one and a half years experience as a Communications Specialist with the City of Fort Lauderdale.
- Temporary CTO will be assigned based on the employee with the most seniority on the shift where the vacancy is.

## **APPENDIX G - AMW & UTILITIES SERVICEMAN PAY PROGRESSION**

### Section 1. Apprentice Maintenance Worker (AMW)

1. Upon possession of a Commercial Driver's License (CDL) Class "B" learner's permit, employee shall receive a one and one-half percent (1.5%) increase in pay.
2. Upon possession of the CDL Class "B" License, employee shall receive an additional one and one-half percent (1.5%) increase in pay.
3. Upon successful completion of three (3) of the Parks and Recreation Department's training courses, employee shall receive one and one-half percent (1.5%) increase in pay.
4. Upon completion of three (3) additional training courses, employee shall receive an additional one and one-half percent (1.5%) increase in pay.
5. Except as provided in 1-4 above, progression through the salary range shall be in accordance with Article 45 – Rates of Pay, Section 2.
6. Such incremental increases do not change the employee's anniversary date for eligibility for a merit increase.
7. Under no circumstances shall an employee's pay exceed the maximum of the pay range.

### Section 2. Utilities Serviceworker

1. Upon possession of a CDL Class "B" with airbrakes endorsement and passing a City administered proficiency exam, employee shall receive a one and one-half percent (1.5%) increase in pay, provided that the increase does not exceed the maximum of the pay range.
2. Upon possession of a CDL Class "A" with airbrakes endorsement, employee shall receive a one and one-half percent (1.5%) increase in pay, provided that the increase does not exceed the maximum of the pay range.
3. If an employee elects to obtain a CDL Class "A" with airbrakes endorsement without progressing through #1, employee shall receive a three percent (3%) increase in pay, provided that the increase does not exceed the maximum of the pay range.



4. Except as provided in 1, 2, or 3 above, progression through the salary range shall be in accordance with Article 45 – Rates of Pay, Section 2.
5. Such incremental increases do not change the employee's anniversary date for eligibility for a merit increase.
6. Employees at the time of hire, who possess a CDL Class "B" or CDL Class "A", shall receive the appropriate increase in pay in accordance with #1 and #3, respectively.

**APPENDIX H – VACANT**

**APPENDIX I – JOB CLASSIFICATION SERIES**

Employees affected by layoff who meet the minimum requirements for a lower or lateral job class in a classification series and have the requisite seniority, skill & ability shall bump laterally or downward within a classification series – see contract Article 18 – Layoff/Recall.

<b><u>Class No.</u></b>	<b><u>Pay Range</u></b>	<b><u>Class Title</u></b>
412	A33	Accident Investigator I
598	A34	Public Safety Aide
413	A42	Accident Investigator II
018	A32	Accounting Clerk
019	A40	Senior Accounting Clerk
004	A26	Clerk I
038	A26	Receptionist
006	A29	Clerk II
011	A31	Customer Service Representative I
013	A34	Customer Service Representative II
012	A34	Service Clerk
008	A36	Clerk III
081	A37	Senior Parking Services Representative
112	A40	Administrative Aide
128	A39	Purchasing Assistant
014	A26	Clerk Typist I
016	A30	Clerk Typist II
017	A33	Word Processing Secretary
022	A34	Secretary I
005	A38	Secretary II
112	A40	Administrative Aide
011	A31	Customer Service Representative I
013	A34	Customer Service Representative II
008	A36	Clerk III
015	A41	Senior Customer Service Representative
339	A46	Air Conditioning Technician

267

A34

Airport Maintenance Technician

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<u>Class No.</u>	<u>Pay Range</u>	<u>Class Title</u>
443	A41	Airport Operations Aide
446	A41	Airport Programs Administrative Aide
277	A31	Ball Field Groundskeeper
278	A39	Head Groundskeeper
701	A29	Pool Lifeguard I
736	A29	Park Lifeguard
702	A33	Pool Lifeguard II
700	A35	Beach Lifeguard
482	A51	Building Inspector
487	A53	Building Inspector II
491	A55	Building Inspector III
517	A55	Structural Plans Examiner
336	A39	Carpenter I
337	A46	Carpenter II
483	A44	Senior Code Compliance Officer
052	A40	License Inspector
485	A42	Code Compliance Officer
808	A46	Construction Review Specialist
<u>653</u>	<u>A35</u>	<u>Police Records Teletype Operator</u>
655	A38	<del>Communications Specialist</del> <u>Public Safety Telecommunicator Trainee</u>
656	A39	<del>Communications Specialist</del> <u>Public Safety Telcommunicator I</u>
<u>662</u>	<u>A41</u>	<u>Public Safety Telecommunicator II</u>
<u>661</u>	<u>A45</u>	<u>Public Safety Telecommunicator Duty Officer</u>
<u>079</u>	<u>A47</u>	<u>Communications Technician</u>
075	A34	Computer Operator I
076	A39	Computer Operator II
557	A34	Construction Worker I
558	A40	Construction Worker II
559	A47	Construction Worker III

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027	A27	Micrographics Technician
029	A29	Messenger
030	A31	Copy Center/Mail Technician
031	A33	Offset Press Operator
054	A36	Offset Press Operator II
589	A40	Crime Analyst Trainee
599	A42	Crime Analyst I
605	A42	Organized Crime Analyst
588	A44	Crime Analyst II
257	A21	Custodian I
258	A23	Custodian II
044	A35	Data Control Clerk
613	<del>D004</del>	<del>Detention Officer</del>
375	A45	Diesel Technician
731	A42	Dockmaster
802	A40	Economic Development Program Aide
346	A35	Electrical Helper
345	A38	Electrical Assistant
352	A39	Electrical Assistant II
344	A46	Electrician
347	A46	Industrial Electrician
351	A47	Industrial Electrician II
488	A50	Electrical Inspector
489	A53	Electrical Inspector II
541	A55	Electrical Plans Examiner
251	A42	Electronics/Instrument Technician
250	A46	Electro Technician
252	A47	Senior Electro-Technician
502	A30	Engineering Aide I
504	A35	Engineering Aide II
503	A41	Engineering Assistant

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520	A47	Engineering Inspector I
521	A50	Engineering Inspector II
511	A46	Engineering Technician
513	A48	Engineering Technician II
512	A48	Engineering Records Technician
514	A54	Survey/CADD Coordinator
424	A46	Environmental Inspector
428	A51	Environmental Inspector II
591	A44	Environmental Laboratory Technician
329	A45	Fabricator-Welder
163	A44	Geographic Information Systems Technician
026	A41	Graphic Designer
618	A42	Haitian Community Relations Specialist
282	A42	Horticulturist
498	A43	Landscape Inspector
809	A40	Housing Rehabilitation Financial Aide
285	A40	Irrigation Repairperson
284	A46	Irrigation Technician
385	A45	Machinist
743	A28	Marina Attendant I
744	A32	Marina Attendant II
486	A50	Mechanical Inspector
499	A53	Mechanical Inspector II
518	A55	Mechanical Plans Examiner
042	A32	Meter Reader/Service worker
040	A36	Meter Reader Coordinator

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162	A47	Network Support Technician
276	A21	Stadium Worker
719	A21	Park Attendant
256	A23	Apprentice Municipal Maintenance Worker
260	A27	Municipal Maintenance Worker I
261	A31	Municipal Maintenance Worker II
262	A34	Municipal Maintenance Worker III (Parks/Facilities)
264	A36	Municipal Maintenance Worker III (Public Services)
223	A36	Solid Waste Collector
263	A36	Municipal Maintenance Worker IV (Parks)
306	A37	Parking Facilities Maintenance Coordinator
265	A39	Municipal Maintenance Worker IV (Public Services)
215	A39	Heavy Equipment Operator
266	A39	Parks Maintenance Coordinator
268	A30	Stable Attendant
335	A30	Pool Maintenance Worker
332	A37	Painter (Maintenance)
713	A33	Park Ranger I
708	A37	Park Ranger II
602	A32	Parking Enforcement Specialist
<del>622</del>	<del>A39</del>	<del>Senior Parking Service Officer</del>
<u>311</u>	<u>A44</u>	<u>Parking Enforcement Shift Coordinator</u>
039	A26	Parking Lot Attendant
301	A29	Parking Meter Collector
308	A29	Parking Meter Mechanic Trainee
300	A34	Parking Meter Mechanic
307	A36	Parking Meter Technician Trainee
299	A40	Parking Meter Technician
309	A40	Parking Meter Software Support Coordinator
302	<del>A42</del> <u>A44</u>	Senior Parking Meter Mechanic
310	A42	Senior Parking Meter Technician
253	A34	Pest Control Technician



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255	A43	Senior Pest Control Technician
611	A37	Photographic Technician
340	A41	Plumber (Maintenance)
494	A50	Plumbing Inspector
493	A53	Plumbing Inspector II
519	A55	Plumbing Plans Examiner
608	A30	Police Aide I
609	A31	Police Aide II
654	A37	Police Aide II – Specialist (Non-fingerprint positions only)
615	A35	Police Forfeiture Coordinator
600	A40	Police Aide III
619	A43	Crime Scene Investigator
654	A37	Police Aide II – Specialist (Fingerprint positions only)
604	A49	Latent Fingerprint Examiner
034	A31	Police Records Clerk
037	A37	Senior Police Records Clerk
341	A40	Pool Equipment Mechanic
069	A40	Programmer
721	A22	Recreation Leader II
724	A34	Recreation Programmer I
204	A25	Security Guard I
203	A30	Security Guard II
205	A32	Security Guard III
304	A40	Small Equipment Mechanic I
305	A41	Small Equipment Mechanic II
062	A30	Storekeeper I
064	A34	Storekeeper II
063	A37	Storekeeper III
077	A42	Technical Support Coordinator II
045	A36	Technical Support Coordinator

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606	A33	Telecommunicator I
607	A35	Telecommunicator II
610	A37	Telecommunicator III
071	A42	Telephone Systems Specialist
004	A26	Clerk I
006	A29	Clerk II
012	A34	Service Clerk
418	A34	Utilities Customer Service Aide
419	A38	Senior Utilities Customer Service Aide
380	A41	Utilities Mechanic I
382	A45	Utilities Mechanic II
233	U001	Utilities Serviceworker
238	A37	Utilities Serviceworker III
242	A39	Utility Field Representative
215	A39	Heavy Equipment Operator
239	A40	Utilities Serviceworker IV
411	A41	Video Production Specialist
384	A37	Wastewater Treatment Plant Operator Trainee
388	A39	Wastewater Treatment Plant Operator I
369	A43	Regional Wastewater Plant Operator II
383	A37	Water Treatment Plant Operator Trainee
387	A39	Water Treatment Plant Operator I
389	A43	Water Treatment Plant Operator II
480	A43	Zoning and Landscape Inspector

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IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, ~~2011~~2014.

FOR: THE CITY OF FORT LAUDERDALE

FOR: TEAMSTERS LOCAL UNION 769,  
AFFILIATED WITH INTERNATIONAL  
BROTHERHOOD OF TEAMSTERS AFL-CIO

\_\_\_\_\_  
John B. ~~P.~~ "Jack" Seiler, Mayor

\_\_\_\_\_  
John Sherman, Business Agent

\_\_\_\_\_  
Lee R. Feldman, City Manager, ICMA-CM

\_\_\_\_\_  
Erica Chambers, Negotiating Team

\_\_\_\_\_  
Jonda Joseph, City Clerk

\_\_\_\_\_  
Frank Garofalo, Negotiating Team

Approved as to form:

\_\_\_\_\_  
Salvatore Viscusi, Negotiating Team

\_\_\_\_\_  
Paul Bangel  
Senior Assistant City Attorney

\_\_\_\_\_  
Daniel Ojito, Negotiating Team

\_\_\_\_\_  
Richard Harden, Negotiating Team