

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FORT LAUDERDALE AND
TEAMSTERS LOCAL UNION 769**

This Memorandum of Understanding (“MOU”) is entered into this _____ day _____, 201__ by and between the City of Fort Lauderdale, Florida, a Florida municipal corporation, hereafter referred to as the “City,” and Teamsters Local Union No. 769, Affiliated with International Brotherhood of Teamsters, hereafter referred to as the “Union.” The City and the Union are collectively referred to as the “Parties.”

WHEREAS, the Parties entered into a Collective Bargaining Agreement for the period October 1, 2016 to September 30, 2019 (“CBA”), which sets forth the terms and conditions of employment for the City’s bargaining unit of wall-to-wall, non-professional employees; and

WHEREAS, Article 22 of the CBA, which contains the Parties’ agreement with respect to workweek and overtime, states that employees may elect to work hours, days and workweeks outside of the normal workweek; and

WHEREAS, the City desires to incentivize efficiency and improve morale in the Parks and Recreation Department (the “Department”) by implementing a Task Time System whereby employees assigned to the Department’s Bulk Trash division may be released early from duty upon completion of their daily routes without loss of pay; and

WHEREAS, the Parties desire to outline the terms and conditions of the Task Time System, which shall initially be implemented in six (6) month intervals.

NOW, THEREFORE, the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The City will implement a Task Time System, commencing as soon as practical after the approval of this MOU. The Task Time System will be reviewed every six (6) months. At least thirty (30) days before the expiration of the initial six (6) month period, the City and Union will determine whether to extend it another six (6) months.
3. Employees assigned to the City’s Bulk Trash division will work under the Task Time System. The Task Time System authorizes payment of forty (40) hours of straight time for the workweek to an eligible employee upon completion of their daily collection routes for said workweek. Upon the completion of their daily routes, employees may be released early from duty and paid task time to bring the employee to forty (40) hours for the workweek.
4. The authorization for task time, including the evaluation of daily route completion, shall be the exclusive purview of Bulk Trash division supervisors. Employees may only be released early upon the explicit approval by Bulk Trash division supervisors.

5. Task time will only be paid to an eligible employee whose total hours, inclusive of all hours worked, leave taken and holiday pay is fewer than forty (40) hours for the workweek.

6. Prior to being released from duty under the Task Time System, employees shall inspect and service vehicles and equipment to ensure that they are operationally functional for the following shift. This may require the performance of tasks such as, but not limited to, refueling, greasing fittings, checking lines (e.g., hydraulics) and emptying the truck bed.

7. In the event the Code operator requires assistance due to insufficient staffing, Bulk Trash employees shall assist in lieu of being released based on rotating reverse seniority. Further, employees assigned to the Bulk Trash division may be required to assist the Department in other capacities, with the understanding that these assignments will occur within the normal workday and broadly fall under the employee's job classification.

8. Non-route days, which include but are not limited to "Yellow Days," holidays, emergencies and training will not be eligible for task time.

9. Training will take precedence over task time and, therefore, may be required before or after the completion of a daily route.

10. Under the Task Time System, employees are allowed to take a 30 minute unpaid lunch from approximately 11:30 am to 12:00 pm.

11. An employee on approved leave (e.g., sick, vacation) will not receive task time for that day (e.g., an employee on an 8-hour work schedule must use 8 hours of leave time).

12. The Department reserves the right to modify routes, vehicles and adjust staffing levels to ensure efficient operations under the Task Time System.

13. The City may unilaterally discontinue the Task Time System and revert to the standard workweek at any time and for any reason upon two (2) weeks' notice to the Union.

14. Any missed pile, or special pickups, will be assigned to a Bulk Trash employee to address prior to starting that day's route.

15. Other than as specifically set forth herein, this MOU does not modify the CBA.

16. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.

17. The Parties have had the opportunity to consult with legal counsel of their choosing.

18. The Parties signify their agreement with this Memorandum of Understanding by affixing their signatures below.

19. This MOU shall become effective on March 1, 2019, provided it is fully ratified by the Parties on or before that date. If the MOU is not fully ratified, it will become null and void.

FOR THE CITY OF FORT LAUDERDALE

**FOR THE TEAMSTERS LOCAL
UNION NO. 769, AFFILIATED WITH
INTERNATIONAL BROTHERHOOD
OF TEAMSTERS**

By: _____

By: 

Michael Scott
Business Agent