

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF FORT LAUDERDALE**  
**AND**  
**TEAMSTERS LOCAL UNION 769**  
**EFFECTIVE**  
**OCTOBER 1, 2022, THROUGH SEPTEMBER 30, 2025**

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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.

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 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, gender identity, marital or familial status, legally-recognized disability, or other characteristic protected by law.

**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, 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.
- 2.6 Any other characteristic protected by federal, state, or local law

**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.

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, as may be amended or revised.

#### **ARTICLE 5 — ORGANIZATIONAL CLIMATE**

The City 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 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 36 and Article 35 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 departments;
- 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 workdays 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. 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.
- N. Through the City Manager or designee, to enter into and administer Last Chance Agreements with the Union and bargaining unit members, and to enter into and administer any Memorandum of Understanding with the Union to memorialize an interpretation of any terms of this Agreement, result of impact bargaining, or other matter addressing any term or condition of employment for bargaining unit members that neither conflicts with, nor changes any express provision of this Agreement.

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. Any suspension of the Agreement shall be reevaluated every thirty (30) days with written notice to the Union.

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 contractor, 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 on a biweekly basis and such monies shall be remitted to the Union Treasurer electronically no later than five (5) days after the end of the prior month. Deductions shall be calculated by multiplying the monthly rate by twelve (12) and dividing that amount by twenty-six (26).

Section 4. The Union agrees to defray the cost of such dues deductions by payment of twenty dollars (\$20.00) each pay period. The City shall send an invoice to the Union annually. The Union shall remit payment in full no later than thirty (30) days from the date the Union receives the invoice.

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 — 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	5 Stewards
Public Works Department	6 Stewards
Fire-Rescue Department	2 Stewards
Transportation and Mobility	2 Stewards
Development Services	3 Stewards
Finance	1 Steward
Information Technology Services	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 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 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 18, "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 11 — 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 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 12 — EMPLOYEE INFORMATION**

**Section 1.** The City agrees to furnish the Union twice a year one copy of the following for employees in the Bargaining Unit.

- A. Names, addresses and classification titles.
- B. List of employees by occupation.
- C. New Bargaining Unit employees hired during the previous six (6) months.
- D. The City shall provide all requested documents electronically in a Word, Excel, or PDF format.

## **ARTICLE 13 — 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 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 14 — 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 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 and ratification vote 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 Human Resources Director or designee and the President of the Union.

## **ARTICLE 15 — 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 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 17, "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 17, "Layoff/Recall", shall have Divisional Seniority as described in such Article.

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.

Employees who are promoted before completing the initial probationary period shall serve the remainder of the initial probationary period upon promotion and the probationary period in Section 5.2 even if it extends past the initial probationary period, however employees who promote within the initial probationary period have full rights as regular employees once they have passed the 12-month initial probationary period.

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. The City and Union by mutual agreement can extend the probationary period an additional three (3) months. 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, 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 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 17, 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.

Section 12. Parking Enforcement Specialists in the Transportation and Mobility Department shall exercise annual shift pick and vacation pick on the basis of Classification Seniority.

Section 13. All other Bargaining Unit employees shall exercise annual shift pick, where applicable, and vacation pick on the basis of Departmental Seniority.

## **ARTICLE 16 — 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 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 17 — 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 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 one (1) year 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 laid off, 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 one (1) year 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 eighteen (18) months 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 18 — 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 Article 20.

**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 Human Resources Director or designee not later than ten (10) working days after receipt of the Step 3 decision. The Human Resources Director or designee 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 19 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 employee 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 and/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 19, 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 19.
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 19 — ARBITRATION

Section 1. A request for arbitration shall be made by the Union within ten (10) working days after the final answer of the City at Step 4 of the grievance procedure. If no timely request for arbitration is received within ten (10) working days, the grievance will be considered by all parties to have been withdrawn and settled based on the City's final answer.

Section 2. Within ten (10) days of the request for arbitration, the Union, at its own expense, will request a panel of not less than seven (7) choices from Federal Mediation and Conciliation Service (FMCS). Failure to timely request a panel will be considered a dismissal of the grievance with prejudice. 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. Failure of the parties to select an arbitrator within thirty (30) days of receipt of the panel shall be considered a dismissal of the grievance with prejudice unless the delay is due to the unavailability of the City.

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 subtraction) 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 or cancellation of a previously scheduled arbitration resulting in a postponement or cancellation charge, the party requesting the postponement or cancellation shall pay such charge. A postponement or cancellation charge resulting from a joint postponement or cancellation request shall be shared equally by the parties.

## **ARTICLE 20 — DISCIPLINE AND DISCHARGE**

Section 1. Except as provided in Article 15 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 affected employee(s) shall be informed in writing prior to the time the action is taken 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 assessed;
- (4) the effective date of the penalty; and

(5) the time limitation on hearing date.

Section 3.1 Within ten (10) working days from the date the employee receives the written notice described above, the employee may request a hearing with the department head or designee. 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 3.2 If a written request for a hearing from the employee is received within ten (10) working days, the department head or designee shall schedule such hearing within ten (10) working days after the request is received. The Union representative may accompany or represent the employee at the hearing. 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 3.3 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 3.4 The department head, within ten (10) working days following the close of the hearing, will submit to the City Manager a recommendation for action. In considering a disciplinary recommendation, the department head may take into account past disciplinary action, prior conduct and the employee's employment record except as provided in Article 27.

Within ten (10) working days after receipt of that recommendation, the City Manager will issue a decision in the matter in writing, a copy of which will be delivered to the employee and/or the Union representative. If the City Manager rescinds and/or modifies the disciplinary action, a loss in pay, if any, will be adjusted commensurately.

Section 3.5 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 file a grievance at Step 4 of the grievance procedure under Article 18 no later than ten (10) working days following receipt of the City Manager's decision.

Section 3.6 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.

## **ARTICLE 21 — 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 City and the Union, 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.

If the City desires to change the normal workweek, it shall provide written notice to the union of its intent. Upon receipt of the notice, the union shall have five (5) calendar days within which to request bargaining. If bargaining is requested, the parties agree to bargain over the City's proposed change for a period of no more than thirty (30) calendar days from the date of the request. If an impasse is reached, the City may implement the change within ten (10) calendar days. However, such change shall be subject to the results of the impasse resolution procedure. If no timely request for bargaining is made by the union, the City may implement the change no earlier than thirty (30) calendar days from the date of its notice.

Employees may elect to work hours, days, and workweeks pursuant to the provisions of the City's Flexible Working Arrangement initiative in accordance with its terms.

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 eighty (80) hours in a fiscal year. Once the eighty (80) 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 not used shall be paid in the first paycheck in October at the applicable overtime rate of pay in effect on September 30 of that year.

Section 3. Paid sick leave or any paid leave of absence, other than emergency declaration leave, is not considered hours worked for the purposes of overtime computation. Emergency declaration leave shall only be applied during time in which a state of emergency has been declared by the City Manager. Holidays, vacation, compensatory time, and emergency declaration leave shall be considered as time worked for purposes of overtime computation.

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.

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 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.

## **ARTICLE 22 — 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 may be allowed at the discretion of the employee's supervisor;
- C. using breaks to cover tardiness or to leave work early is not permitted;
- D. accumulating breaks from day to day is not permitted.

### **ARTICLE 23 — 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 provided they are not performing any work during their lunch period.

### **ARTICLE 24 — JOB OPPORTUNITIES**

**Section 1.** Management maintains the right to determine when a position vacancy occurs. Vacant bargaining unit positions shall be posted simultaneously internally and externally. Bargaining unit members may submit applications through the City's electronic application system for the first seven (7) calendar days of the posting period. Applications will be automatically dated and time stamped by the electronic system. Upon review by the Human Resources Department, and deemed qualified, the employee will advance in the recruitment process. If no bargaining unit member meets the essential qualifications, the City will consider applications from outside the bargaining unit, but such applications will not be considered until it has been determined that no bargaining unit members meet the essential qualifications.

**Section 1.1.** The City reserves the right to post vacancies as they occur or utilize an established eligibility list of qualified candidates. As vacancies occur, Bargaining Unit members shall be given first consideration. If Bargaining Unit members decline or are not selected for the position, they will not be removed from the eligibility list. If no Bargaining Unit member is selected to fill the position, the City will consider candidates from outside the bargaining unit. All eligibility lists will expire sixty (60) days from the initial establishment date.

**Section 2.** All position postings shall include the requirements for the position, the pay range, and a description of the recruitment process. Postings shall be distributed to all City departments, appear on the City's job announcement boards and the City's website. A copy of every job posting shall be sent to the Union electronically at the time of the posting.

**Section 3.** Management maintains the right to determine the most qualified candidate for each position. In an effort to make the recruitment process as objective as possible, the City will establish a panel of subject matter experts (SMEs) for each recruitment, whose members will review applications based solely on the following criteria:

- A. Job Knowledge, defined as experience in similar or progressive positions and including: (1) use of essential equipment; and (2) understanding and adherence to established processes.

- B. Licenses and certifications related to the work
- C. Level of education
- D. Work record, restricted to the last two (2) performance evaluations and discipline within the past two (2) years.
- E. City seniority

Section 4. Examinations and Practical Performance Tests may be held for specific positions, but the Union may request verification of the validation process of such exams and tests. Such exams and tests shall be prepared by, or under the direction of, the Director of Human Resources or their designee. All examinations 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.

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.

Section 5. If a promotional examination is used in a recruitment, it 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 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 oral 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 at least 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 candidates are notified of their scores.

- g. 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.

Section 6. The promotional procedures established in this Article have no application for any position outside the Bargaining Unit.

Section 7. Notwithstanding the contrary provisions in this Article, bargaining unit members may apply for bargaining unit positions that are equal or lower in pay range than the range of their current position.

Section 8. Any bargaining unit member who is interested in a position that is not vacant may submit a Job Interest form via the City's electronic application system. The employee will be notified via the electronic application system when that job classification is posted. The employee must apply for the posted classification within the timeframes and the directions posted.

Section 9. 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, but not to exceed the maximum of the pay range of the position to which promoted.

Section 10. 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 classifications except as provided in this Article.

Section 11. An employee on unpaid or paid leave due to injury or illness is eligible to apply for a position, however the employee must be able to return to full duty on the date the vacancy will be filled by the Department.

Section 12. 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 of the position to which promoted.

### **Demotion**

Section 13. 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 of the position 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 14.** 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 15.** 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 13 above shall be adjusted by an additional three percent (3%) upward, but not to exceed the maximum of the range to which demoted.

## **ARTICLE 25 — 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 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 request for reclassification/Job 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 request for reclassification/Job 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 request for reclassification/Job 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 three (3) months after receipt of the request for reclassification/Job 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 24, 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 17, "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 19.

## **ARTICLE 26 — 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 Section. 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 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 Occupational Safety and Training Coordinator shall act as chairperson of any scheduled meetings.

**Section 6.** As heretofore, the City agrees that it will provide a safe workplace 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 which shall be appointed from the bargaining unit with experience in accident reconstruction or similar field. The City will utilize progressive discipline when determining appropriate disciplinary action for preventable accidents.

**ARTICLE 27 — 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.** Upon completion of an employee's Performance Evaluation and upon completion of Attachment 1, any counseling forms received during the employee's review period shall not be considered for purposes of progressive discipline provided the employee has not received any additional counselings within a one-year period. Upon request of the employee and completion of Attachment 2, letters of reprimand will not be considered when determining further disciplinary action 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 Statutes, as amended.

**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 not be considered for purposes of progressive discipline as provided for in Article 27 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 not be considered when determining further disciplinary action as provided for in Article 27 of the Teamster contract.

\_\_\_\_\_

DATE

### **ARTICLE 28 — 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 fifteen dollars (\$15.00).

### **ARTICLE 29 — 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 30 — 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, or as needed at the sole discretion of the division manager or designee. 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. The City shall pay up to two hundred and fifty dollars (\$250.00) annually to cover the cost of safety shoes that conform to the standards established by the employee's Department and have been purchased from a designated supplier.

Section 8. Ocean Rescue Lifeguards employed the first full pay period of October 2022 shall receive a one hundred and fifty dollars (\$150.00) stipend to purchase job related equipment. Thereafter, the City shall pay Ocean Rescue Lifeguards the one hundred and fifty dollars (\$150.00) stipend the first full pay period of October 2023 and October 2024.

### **ARTICLE 31 — 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 32 — 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;

E. on a random basis, employees may be subject to drug and/or alcohol testing;

F. as a condition of employment for position of, Lifeguards; Park Rangers or any other security personnel;

G. 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 intoxilyzer. 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-tetrahydrocanna binol-9-carboxylic acid), methadone, 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 for positive results to be used for employee drug testing are as follows:

DRUG TESTING STANDARDS  
10 DRUG OPIEX MDMA

Drug/Metabolite	Screening Test	Confirmation Test
Amphetamines/Methamphetamine	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Benzoylecgonine Cocaine Metab	150 ng/ml	100 ng/ml
Extended Opiates	300 ng/ml	150 ng/ml
Marijuana Metabolite	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	300 ng/ml
MethylenedioxymPPethamphetamine (MDMA)/	500 ng/ml	300 ng/ml



Agreement between City of Fort Lauderdale and  
Teamsters Local Union 769  
October 1, 2022, through September 30, 2025

**Methylenedioxyamphetamine (MDA)**

Opiates	*2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Codeine/Morphine	2000 ng/ml	2000 ng/ml
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml
Hydrocodone/Hydromorphone	300 ng/ml	100 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml

\*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 33 — LABOR MANAGEMENT COOPERATION**

The City and the Union shall within sixty (60) days of ratification of this 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 34 — HOLIDAYS**

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

New Year's Day (January 1)  
Martin Luther King's Birthday (Third Monday in January)  
Presidents' Day (Third Monday in February)

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)  
Holidays declared by the City Manager

Section 2. Holiday Pay - An employee not required to work on a holiday shall receive the straight rate of pay for the number of hours they are normally scheduled to work per day.

Section 2.2 An employee who works on a holiday shall receive holiday pay for the equivalent number of hours worked on the holiday or credit for the same number of hours of vacation. 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.

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 35 — 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 or designee. Vacation leave will only be used with the prior approval of the department head or designee 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.

## **ARTICLE 36 — 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, grandparents; and the children, parents, sister, brother, and grandparents of the spouse or domestic partner.

The terms "parents", "mother", or "father" mean biological or adoptive parents of the employee and spouse or 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 shall accrue at the rate of pay in effect at the time such leave is earned.

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** 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. 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 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 beginning of the scheduled workday of the reason for such employee's absence. 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. Request sick leave 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.** Abuse of sick leave, including claiming sick leave when physically fit shall be cause for discipline up to and including dismissal. The City may require a note from a physician after three (3) consecutive days of absence or if abuse of sick leave is suspected, provided the suspicion is based on objective criteria such as an established pattern of absenteeism.

**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 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

Section 13. For sick leave payout upon retirement from City service, employees must satisfy the retirement criteria set forth in Chapter 20, Article IV, Division 2 of the Code of Ordinances for the City of Fort Lauderdale.

### **ARTICLE 37 — 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 forty (40) hours per occurrence. 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. Although bereavement leave is normally consecutive days off, the parties recognize that due to cultural or other circumstances, the time off may not be consecutive days. Non-consecutive days may be granted based on individual need, but it shall not exceed more than forty (40) hours per occurrence and must be taken within six (6) months of the qualifying death.

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

The terms “parents”, “mother”, or “father” mean biological or adoptive parents of the employee and spouse or 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 The City reserves the right to require documentation supporting bereavement leave after the employee returns to work.

### **ARTICLE 38 — 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, Chapter 115, as amended, and the federal Uniformed Services Employment and Re-Employment Rights Act (USERRA).

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 39 — 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 40 — 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;  
(2) in such cases, the employee will be permitted to keep any witness fee received;  
(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 18, 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 48, Standby Pay.

**ARTICLE 41 — DONATION OF ACCRUED SICK/VACATION LEAVE**

Section 1.0 It shall be the policy of the City to permit other employees the opportunity 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, or when caring for a terminally ill immediate family member as defined in Article 37.

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 inability to perform his/her job duties due to one or more of the extraordinary circumstances defined above.

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 shall distribute Form J-180 (Application for Donation of Sick/Vacation Leave) 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 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 done 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. The department timekeeper will immediately notify the Human Resources 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 and the City's Policy and Standards Manual (PSM) Chapter 6.2.5.

## **ARTICLE 42 — 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. Employees enrolled for health and supplemental life insurance must pay premium payments to Employee Benefits no later than 30 days from the month of coverage in order to maintain coverage and avoid the risk of cancellation.

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 43 — 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 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 Upon request, 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. Maternity leave shall only be for periods during which the employee is 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 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 44 - RATES OF PAY**

Section 1. Each employee shall be paid an 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 1.1 Effective the first full pay period following ratification, employees paid an hourly rate of pay between fifteen dollars (\$15.00) and twenty dollars (\$20.00) will receive a one-time hourly rate adjustment of one dollar (\$1.00). This one-time adjustment will be in addition to any merit increase or general wage increase provided that the adjustment does not result in the employee exceeding the maximum of the pay range.

Section 1.2 Effective the first full pay period of October 2023, employees paid an hourly rate of pay between fifteen dollars (\$15.00) and twenty dollars (\$20.00) will receive a one-time hourly rate adjustment of one dollar (\$1.00). This one-time adjustment will be in addition to any merit increase or general wage increase provided that the adjustment does not result in the employee exceeding the maximum of the pay range.

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 or outstanding 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 2.1 Starting October 1, 2022, and for the remainder of the term of this Agreement, employees at the top of the established pay ranges shall receive a one-time lump sum payment of one and one-half percent (1.5%) of base annual rate for an overall performance rating of satisfactory or a one-time lump sum payment of three percent (3%) of base annual rate for an overall performance rating of above satisfactory or outstanding.

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 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 (5%) less than the minimum of the pay range provided for the classification for which the employee is in training. The starting salary of a trainee who has completed a probationary period in another classification shall not be less than the minimum of the pay range provided for the classification 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 Section 2 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 17 "Layoff/Recall".

Section 5.2 The following shall apply to all Water and Wastewater Treatment Plant Operator Trainees:

- A. An employee hired as a Water and Wastewater Plant Operator Trainee shall be paid at the minimum of Pay Grade TG04.

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 17, "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 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 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 Grade TG06.

In order to be considered eligible for promotion to Crime Analyst, 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 affected by reallocation of the position from Crime Analyst Trainee to Crime Analyst. Reallocation will be initiated by the Police Department by memorandum to the City's Human Resources Department and no request for reclassification/Job Description Questionnaire action will be required.

B. Crime Analyst:

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 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, OR if hired as a Crime Analyst, must have successfully completed two (2) years with the City including 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 Department approved Crime Analysis Applications, Criminal Intelligence Analyst and Criminal Investigative Analysis courses including courses taken prior to employment with the City.
3. Successful completion of the basic (16-hour class) and intermediate (16-hour class) Geographic Information Systems (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 "Above Satisfactory" or higher on each annual performance evaluation.

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

### Section 5.5 Criminalist Class Series

Employees in a Criminalist position will be eligible for upgrading to Senior Criminalist upon meeting all of the following criteria:

1. Bachelor's degree in Natural or Physical Sciences with credits in genetics, biochemistry, statistics, organic chemistry, (molecular genetics, recombinant DNA technology) or closely related field.
2. Have three (3) to five (5) years of technical experience in criminology or forensic science in the classification of Criminalist or similar position, involving specialized testing and analysis in DNA Analysis or a related specialized area of forensic science, with exposure to the administrative aspects of the work, or an equivalent combination of education, training, and experience.
3. Must have satisfactorily completed at least one (1) year experience with the City, and successfully passed their one (1) year probationary period.
4. Must have receive satisfactory (or above) performance evaluations and be recommended for upgrading by his/her supervisor.
5. Must meet the current FBI Quality Assurance Standards for Forensic DNA Testing.
6. Must acquire and maintain certification from the American Board of Criminalistics (ABC)
7. Must have completed an Internal Auditor Training Course (or equivalent).
8. Must obtain and maintain all credentials as required in accordance with accreditation standards of the Broward Sheriff's Office Crime Laboratory.

Upon recommendation for upgrading by his/her supervisor, the position will be reclassified from Criminalist to the Senior Criminalist. The reclassification request will be initiated by the Police Department by memorandum to the City's Human

Resources Department and no request for reclassification/Job Description Questionnaire action will be required.

**Section 5.6 Senior Building, Electrical, Mechanical & Plumbing Inspector Class Series**

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 Senior Inspector 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 request for reclassification/Job 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 Senior Inspector class and later become vacant, will be reallocated back to the Inspector class for recruiting and filling as an Inspector.

**Section 5.7 Permit Services Technician Class Series**

Employees in a Permit Services Technician position will be eligible for upgrading to Senior Permit Services Technician 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 Service Clerk, Administrative Aide, or Permit Services Technician, OR if hired as a Permit Services Technician must have successfully completed the City's probationary period and have at least three (3) years of increasingly responsible experience in building permit processing, regulatory functions, zoning, engineering and business licensing.
2. Possess and maintain a Permit Technician certification from the International Code Council (ICC) or an equivalent issuing agency.
3. Possess and maintain a Florida Notary Public Certification.
4. Maintain at least an overall rating of "Above Satisfactory" on each performance evaluation.

Upon recommendation for upgrading by his/her supervisor, the position will be reallocated from Permit Services Technician to Senior Permit Services Technician. The reallocation request will be initiated by the Department of Sustainable Development by memorandum to the City's Human Resources Department and no request for reclassification/Job Description Questionnaire will be required.

**Section 5.8 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, received a recommendation for upgrading by

his/her supervisor and satisfy the minimum qualifications for the Engineering Inspector II position 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 request for reclassification/Job Description Questionnaire action will be required.

Section 5.9 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 request for reclassification/Job Description Questionnaire action will be required.

Section 5.10 Parking Meter Technician Classification Series:

A. 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 upgrading to a Parking Meter Technician. The Department Director will initiate any such reallocation request by memorandum to the City's Human Resources Department and no request for reclassification/Job Description Questionnaire action will be required. 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.

B. 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 5. 11 Environmental Inspector Classification Series

A. Environmental Inspector II

An employee in the position of an Environmental Inspector I must have satisfactorily completed at least two (2) years in the position, received an overall satisfactory (or above) on all performance evaluations as an Environmental Inspector I, received a recommendation for upgrading by his/her supervisor, and satisfy the minimum qualifications for the Environmental Inspector II position in order to be eligible for reallocation to an Environmental Inspector II position. The Department Director will initiate any such reallocation request by memorandum to the City's Human Resources Department and no request for reclassification/Job Description Questionnaire action will be required.

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. Assignment pay shall be paid only during the period the employee is actually assigned to perform such duties. Job classifications, assignments, and amounts of assignment pay will be as listed in Appendix B.

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.
3. working in a confined space as defined by the Occupational Safety and Health Administration (OSHA) and the Code of Federal Regulations (CFR) 1910.146

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 2022, wage rates shall be increased 3.0%.

Section 8.2 Effective the first full pay period beginning October 2023, wage rates shall be increased by 3.0%.

Section 8.3 Effective the first full pay period beginning October 2024, wage rates shall be increased by 3.0%

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 E shall apply to the Apprentice Facilities Worker Classification.

Section 11. 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 12. Certification Pay shall be paid to the following classifications effective the first pay period following successful completion of the relevant training programs:

A. Ocean-Rescue Lifeguards:

1. Ocean-Rescue Lifeguards shall be eligible to receive either EMT or Paramedic certification pay as provided below:

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

*Paramedic (PM) 15% of employee's basic hourly rate.*

2. In order to be eligible to receive the certification pay, the employee must first provide proof of a valid State of Florida Certification as an Emergency Medical Technician (EMT) or Paramedic (PM). 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.
4. Effective the first full pay period following ratification, Ocean Rescue Lifeguards who have completed a 40-hour minimum lifeguard training program with an organization certified by the United States Lifesaving Association shall be eligible to receive certification pay in the amount of one hundred dollars (\$100) per month. The employee is responsible for maintaining certification requirements and are 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. 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.
1. The Department Director or designee has the sole non-arbitrable discretion in the retention of employees assigned as Third-Party Testers (TPT).

C. Wastewater Plant Operators Certification Incentive Pay:

1. Lead Wastewater Plant Operators 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 Lead Wastewater Plant Operator to Wastewater Plant Operator. If a Lead Wastewater Plant Operator acquires a Class "A" License they will receive \$150.00 biweekly as Certification Incentive Pay.
2. Wastewater Plant Operators 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 Lead Wastewater Plant Operator 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 51 – Tuition Payment Plan, the City will provide reimbursement for successful 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 Operators are currently required to possess a Class "C" License as part of the conditions of employment for their current position. If Water Treatment Plant Operators 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. Lead Water Treatment Plant Operators 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 51 – Tuition Payment Plan, the City will provide reimbursement for successful completion of the course work necessary to obtain a Class "B" License and/or Class "A".

### **ARTICLE 45 — COMPREHENSIVE HEALTH CARE**

Section 1. The City agrees to make comprehensive health care available to employees and eligible dependents and contribute one thousand and eighty-nine dollars (\$1,089) per month toward monthly premium costs for each eligible employee in the Bargaining Unit who elects to participate in the City-sponsored medical plan. The City does not contribute to the cost of dental coverage.

Effective January 1, 2023, the City will contribute one thousand one hundred and eighty-five dollars (\$1,185.00) per month toward monthly premium costs for each eligible employee in the Bargaining Unit who elects to participate in the City-sponsored medical plan.

Effective January 1, 2024, the City contribution shall adjust by the Total Medical and Pharmacy Trend for Plans with a Medium Level of Member Cost sharing plus 2%, as published in the Arthur J. Gallagher & Co. GBS Actuarial Consensus Trend Forecast for the 2<sup>nd</sup> quarter of 2023.

Effective January 1, 2025, the City contribution shall adjust by the Total Medical and Pharmacy Trend for Plans with a Medium Level of Member Cost sharing plus 2%, as published in the Arthur J. Gallagher & Co. GBS Actuarial Consensus Trend Forecast for the 2<sup>nd</sup> quarter of 2024.

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. However, during the term of this Agreement, the employee's premium payment shall increase by no more than eight percent (8%) per year.

Section 2. The City agrees to continue substantially, if available, the present health care benefits but reserves the right to change current companies, plan designs, benefits and/or offer plan alternatives to mitigate premium cost increases if the premium cost for the benefits provided exceeds the combined amount of contributions from the City and employees.

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 Internal Revenue Code Section 125 pre-tax benefit for health insurance premiums, the City at its sole discretion may offer additional Section 125 benefits to bargaining unit members. The offer 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 eligible 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 employees who are bargaining unit members at the time of retirement and 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 employees who are bargaining unit members at the time of retirement and 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 deposit the retiree medical insurance benefit or stipend into the same direct deposit bank account the retiree designates for the monthly pension.

Section 5.4 Retiree health insurance benefits will not be provided to employees hired on or after December 18, 2014.

Section 5.5 An employee who participates in the City-sponsored medical plan may elect to participate in the Wellness Incentive Program offered by the City. The cost of participation in the Wellness Incentive Program shall be borne by the City. Upon successful completion of the program, participants will receive a taxable \$500 cash incentive reward.



**ARTICLE 46 — 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 47 — 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. 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. 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. 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.

Section 6. Employees 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 48 — 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 49, "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 49 — 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 50 — 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. 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 7. 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 8 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 18 and 19.

Section 15. Bargaining unit employees hired on or after January 1, 2021 will become members of the Florida Retirement System (FRS). FRS benefits and employer and employee contributions to FRS will be governed by the laws and rules of FRS.

## **ARTICLE 51 — 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 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 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 reimbursement shall be offset by all scholarships or grant money received for the purpose of paying the tuition to be reimbursed by the City. 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 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, wages, sick leave, vacation, or other payouts 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, 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 52 — WORK RELATED LEGAL BENEFIT**

**Section 1.** Upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the City Attorney or designee, within five (5) days after service upon the employee, the City shall 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.** 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 City Attorney or designee, within five (5) days after service upon the employee, the City shall 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 53 — SHIFT DIFFERENTIAL**

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

Section 2. Employees working in positions listed in Appendix C 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 C 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 C 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 x .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.

#### **ARTICLE 54 — 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 marginal or unsatisfactory performance 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.

Section 10. Bargaining Unit employees shall not be assigned to rate other Bargaining Unit employees; however, management may consult with Bargaining Unit members on the performance of other Bargaining Unit members.

#### **ARTICLE 55 — 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 56 — 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, 2025. 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, 2025, or by March 1 of any year thereafter, of an intention to negotiate a successor Agreement.

#### **ARTICLE 57 — 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.

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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.

#### **ARTICLE 58 — AUTHORITY TO SIGN**

The Union represents that the person signing this Agreement on behalf of the Union has the requisite authority to do so and to bind the Union to the terms and conditions of this Agreement.

#### **ARTICLE 59 — EXCHANGE OF TIME**

Section 1. Ocean Rescue Lifeguards who wish to exchange time with other Ocean Rescue Lifeguards must submit a written request for such exchange of time to the Rescue Chief or designee no later than the beginning of the shift immediately preceding the shift for which the employee is requesting an exchange. Exchanges can only be used for full shifts and shall be capped at ten (10) shifts (100 hours) per year (October 1 – September 30). The exchange request must be approved in advance by the Ocean Rescue Chief or designee. Denial of any such request shall not be grievable.

Section 2. In the event an employee is unable to report to work for a previously agreed upon exchange of duty, it is that employee's obligation to ensure that another employee is found to fill in on the date that the employee had agreed to report to work. If, for whatever reason, the employee does not meet this obligation, or fails to report to work for a shift exchange, he/she shall be subject to discipline.

Section 3. Probationary employees are not permitted to exchange shifts.

**APPENDIX A — GENERAL EMPLOYEES BARGAINING UNIT**

The following represents an alphabetical listing of Bargaining Unit represented job classifications with class codes and pay ranges. As part of the examination process, a medical examination may be included for all classifications. Further, a polygraph examination may be required for designated positions and classifications.

<b>Classification</b>	<b>Class Code</b>	<b>Pay Range</b>
Accident Investigator	TM001	TG07
Accounting Clerk	TM002	TG04
Accreditation Assistant	TM003	TG05
Administrative Aide	TM004	TG04
Administrative Assistant	TM005	TG06
Airport Maintenance Technician	TM006	TG04
Airport Operations Specialist	TM007	TG06
Alarm Coordinator	TM008	TG05
Application Support Specialist	TM009	TG07
Apprentice Facilities Worker	TM010	TG02
Beach Lifeguard	TM011	TG05
Billing Specialist	TM013	TG04
Billing Coordinator	TM014	TG07
Building Inspector	TM015	TG10
Business Tax Inspector	TM142	TG06
Business Tax Specialist	TM016	TG04
Business Tax Coordinator	TM017	TG07
Carpenter	TM018	TG07
Code Compliance Officer	TM019	TG07
Construction Review Specialist	TM020	TG07
Construction Worker	TM021	TG05
Copy Center/Mail Technician	TM022	TG03

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Court Liaison Specialist	TM148	TG04
Crime Analyst	TM023	TG07
Crime Analyst II	TM024	TG08
Crime Analyst Trainee	TM025	TG06
Crime Scene Investigator	TM026	TG07
Criminalist	TM027	TG08
Custodian	TM028	TG01
Customer Service Representative	TM029	TG04
Detention Corporal	TM145	TG09
Detention Officer	TM144	TG07
Diesel Technician	TM030	TG07
Digital Evidence Specialist	TM146	TG06
Dockmaster	TM031	TG06
Economic & Program Analyst	TM032	TG06
Electrical Assistant*	TM033	TG06
Electrical Inspector	TM034	TG10
Electrical Plans Examiner	TM035	TG12
Electrician	TM036	TG07
Electrician - Airfield	TM037	TG07
Electro Technician	TM038	TG07
Electronics/Instrument Technician	TM039	TG06
Engineering Aide	TM040	TG05
Engineering Inspector I	TM041	TG07
Engineering Inspector II	TM042	TG08
Engineering Technician	TM043	TG06
Engineering Technician II	TM044	TG07
Environmental Inspector	TM045	TG07
Environmental Inspector II	TM046	TG08
Environmental Laboratory Technician	TM047	TG07

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Equipment Mechanic	TM048	TG06
Fabricator-Welder	TM049	TG07
Facilities Worker I	TM050	TG04
Facilities Worker II	TM051	TG05
Fire Equipment Aide	TM052	TG03
Fire Logistics Coordinator	TM053	TG05
Fire Logistics Specialist	TM054	TG04
Graphic Designer	TM055	TG06
Heavy Equipment Operator	TM056	TG05
Horticulturist	TM057	TG06
Housing Rehabilitation Specialist	TM058	TG05
HVAC Technician	TM059	TG07
Industrial Electrician	TM060	TG07
Irrigation Technician	TM061	TG06
IT Service Desk Coordinator	TM062	TG06
Investigations Specialist	TM149	TG06
Landscape Inspector	TM063	TG05
Latent Fingerprint Examiner	TM064	TG08
Lead Construction Worker	TM065	TG07
Lead Facilities Worker	TM067	TG06
Lead Security Guard	TM066	TG04
Lead Wastewater Plant Operator	TM068	TG07
Lead Water Treatment Plant Operator	TM069	TG07
Machinist	TM070	TG06
Marina Attendant	TM071	TG03
Mechanical Inspector	TM072	TG10
Mechanical Plans Examiner	TM073	TG12
Meter Reader Coordinator	TM074	TG06
Offset Printing Press Operator	TM075	TG05

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Painter	TM076	TG06
Park Ranger	TM077	TG04
Parking Enforcement Shift Coordinator	TM078	TG06
Parking Enforcement Specialist	TM079	TG05
Parking Facility Maintenance Coordinator	TM080	TG06
Parking Lot Attendant	TM081	TG01
Parking Meter Software Support Specialist	TM082	TG06
Parking Meter Technician	TM083	TG06
Parking Meter Technician Trainee	TM084	TG05
Permit Services Technician	TM012	TG04
Pest Control Technician	TM086	TG04
Photolab Specialist	TM087	TG04
Plant Maintenance Worker	TM088	TG04
Plumber*	TM089	TG07
Plumbing Inspector	TM090	TG10
Plumbing Plans Examiner	TM091	TG12
Police Administrative Aide	TM092	TG04
Police Forfeiture Coordinator	TM093	TG04
Police Property/ Evidence Technician	TM094	TG06
Police Records Clerk	TM095	TG04
Police Supply Specialist	TM096	TG04
Police Teletype Operator	TM097	TG04
Pool Equipment Mechanic	TM098	TG05
Pool Lifeguard	TM099	TG03
Procurement & Inventory Specialist	TM100	TG04
Procurement Assistant	TM101	TG04
Production Coordinator	TM102	TG06
Public Safety Aide	TM103	TG06
Real Time Tactical Crime Analyst	TM150	TG07



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Receptionist	TM104	TG02
Recreation Program Coordinator	TM105	TG05
Security Guard	TM106	TG03
Senior Accounting Clerk	TM107	TG06
Senior Billing Specialist	TM108	TG06
Senior Building Inspector	TM109	TG11
Senior Business Tax Specialist	TM085	TG06
Senior Code Compliance Officer	TM110	TG08
Senior Construction Worker**	TM151	TG06
Senior Criminalist	TM141	TG09
Senior Customer Service Representative	TM111	TG05
Senior Electrical Inspector	TM112	TG11
Senior Electro-Technician	TM113	TG08
Senior Industrial Electrician	TM114	TG08
Senior Mechanical Inspector	TM115	TG11
Senior Parking Meter Technician	TM116	TG07
Senior Permit Services Technician	TM143	TG05
Senior Plant Maintenance Worker	TM117	TG05
Senior Plumbing Inspector	TM118	TG11
Senior Police Administrative Aide	TM119	TG06
Senior Police Records Clerk	TM120	TG05
Senior Police Teletype Operator	TM121	TG05
Senior Procurement & Inventory Specialist	TM122	TG05
Senior Utilities Mechanic	TM123	TG07
Senior Utilities Serviceworker	TM124	TG06
Stable Attendant	TM147	TG04
Structural Plans Examiner	TM125	TG12
Survey/Cadd Coordinator	TM126	TG09
Technical Support Coordinator	TM127	TG05

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Technology Infrastructure Support Technician	TM128	TG07
Telecommunications Technician	TM129	TG07
Utilities Crew Leader	TM130	TG07
Utilities Mechanic	TM131	TG06
Utilities Serviceworker	TM132	TG05
Utility Service Representative	TM133	TG06
Visual Communications Designer	TM134	TG06
Wastewater Plant Operator	TM135	TG06
Wastewater Plant Operator Trainee	TM136	TG04
Water Meter Serviceworker	TM137	TG03
Water Treatment Plant Operator	TM138	TG06
Water Treatment Plant Operator Trainee	TM139	TG04
Zoning and Landscape Inspector	TM140	TG07
<p>*Effective the first full pay period following ratification, Electrical Assistants and Plumbers will move to the higher pay range with a 5% increase in base pay.</p> <p>**Construction Workers who qualify for a reclassification to Senior Construction Worker, initiated by either the employee or the City, will receive a 5% increase in base pay.</p>		

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**APPENDIX B — ASSIGNMENT PAY**

<b>Job Classification</b>	<b>Assignment</b>	<b>Assignment Pay</b>
Building Inspector	Assigned to Code Enforcement Section	\$50.00 biweekly
Electrician	Assigned to roadway lighting	\$80.00 biweekly
Designated Employees	Assigned to high-time (15 feet above a structural base)	\$45.00 biweekly
Painter	Assigned lead-worker over a crew of two or more painters	\$35.00 biweekly
Police Records Clerk	Assigned as Alarm coordinator	\$80.00 biweekly
Utilities Mechanic	Assigned to maintain one-person mechanical refuse vehicles	\$58.00 biweekly
Designated Employees	Asbestos Removal	20% above current rate while performing asbestos removal
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	Heavy Equipment Operator	\$30.00 biweekly
Designated Employees	Assigned Cabinetry Project	5% biweekly while building cabinets
Parking Enforcement Specialist	Assigned as Field Training Officer (FTO)	\$65.00 biweekly
Public Safety Aide	Assigned as Field Training Officer (FTO)	\$65.00 biweekly

**APPENDIX C — JOB CLASSES ELIGIBLE FOR SHIFT DIFFERENTIAL**

Accounting Clerk  
Administrative Assistant  
Alarm Coordinator  
Business Tax Specialist  
Administrative Aide  
Application Support Specialist  
Billing Specialist  
Parking Lot Attendant  
Park Ranger  
Police Records Clerk  
Receptionist  
Secretary I  
Accreditation Assistant  
Senior Accounting Clerk  
Senior Billing Specialist  
Senior Police Records Clerk  
Fire Equipment Aide  
Police Supply Specialist  
Wastewater Plant Operator  
Lead Wastewater Plant Operator  
Water Treatment Plant Operator  
Lead Water Treatment Plant Operator

**APPENDIX D — PAY RANGES**

**CITY OF FORT LAUDERDALE, FLORIDA  
 TEAMSTERS PAY RANGE AMOUNTS**

**EFFECTIVE OCTOBER 2, 2022 (3%)**

<b>Grade</b>	<b>Hourly Minimum</b>	<b>Annual Minimum</b>	<b>Hourly Maximum</b>	<b>Annual Maximum</b>
<b>T001</b>	\$13.2360	\$27,530.88	\$20.5025	\$42,645.20
<b>T002</b>	\$14.6936	\$30,562.69	\$22.7638	\$47,348.70
<b>T003</b>	\$16.3012	\$33,906.50	\$25.2610	\$52,542.88
<b>T004</b>	\$18.0910	\$37,629.28	\$28.0475	\$58,338.80
<b>T005</b>	\$20.0845	\$41,775.76	\$31.1235	\$64,736.88
<b>T006</b>	\$22.2922	\$46,367.78	\$34.5530	\$71,870.24
<b>T007</b>	\$24.7359	\$51,450.67	\$38.3577	\$79,784.02
<b>T008</b>	\$27.4580	\$57,112.64	\$42.5803	\$88,567.02
<b>T009</b>	\$30.4911	\$63,421.49	\$47.2638	\$98,308.70
<b>T010</b>	\$33.8350	\$70,376.80	\$52.4511	\$109,098.29
<b>T011</b>	\$37.5646	\$78,134.37	\$58.2278	\$121,113.82
<b>T012</b>	\$41.6908	\$86,716.86	\$64.6260	\$134,422.08
<b>T013</b>	\$46.2885	\$96,280.08	\$71.7318	\$149,202.14

**APPENDIX D — PAY RANGES**

**CITY OF FORT LAUDERDALE, FLORIDA  
 TEAMSTERS PAY RANGE**

**EFFECTIVE OCTOBER 1, 2023 (3%)**

<b>Grade</b>	<b>Hourly Minimum</b>	<b>Annual Minimum</b>	<b>Hourly Maximum</b>	<b>Annual Maximum</b>
<b>T001</b>	\$13.6331	\$28,356.85	\$21.1176	\$43,924.61
<b>T002</b>	\$15.1344	\$31,479.55	\$23.4467	\$48,769.14
<b>T003</b>	\$16.7902	\$34,923.62	\$26.0188	\$54,119.10
<b>T004</b>	\$18.6337	\$38,758.10	\$28.8889	\$60,088.91
<b>T005</b>	\$20.6870	\$43,028.96	\$32.0572	\$66,678.98
<b>T006</b>	\$22.9610	\$47,758.88	\$35.5896	\$74,026.37
<b>T007</b>	\$25.4780	\$52,994.24	\$39.5084	\$82,177.47
<b>T008</b>	\$28.2817	\$58,825.94	\$43.8577	\$91,224.02
<b>T009</b>	\$31.4058	\$65,324.06	\$48.6817	\$101,257.94
<b>T010</b>	\$34.8501	\$72,488.21	\$54.0246	\$112,371.17
<b>T011</b>	\$38.6915	\$80,478.32	\$59.9746	\$124,747.17
<b>T012</b>	\$42.9415	\$89,318.32	\$66.5648	\$138,454.78
<b>T013</b>	\$47.6772	\$99,168.58	\$73.8838	\$153,678.30

**APPENDIX D — PAY RANGES**

**CITY OF FORT LAUDERDALE, FLORIDA  
 TEAMSTERS PAY RANGE**

**EFFECTIVE OCTOBER 6, 2024 (3%)**

<b>Grade</b>	<b>Hourly Minimum</b>	<b>Annual Minimum</b>	<b>Hourly Maximum</b>	<b>Annual Maximum</b>
<b>T001</b>	\$14.0421	\$29,207.57	\$21.7511	\$45,242.29
<b>T002</b>	\$15.5884	\$32,423.87	\$24.1501	\$50,232.21
<b>T003</b>	\$17.2939	\$35,971.31	\$26.7994	\$55,742.75
<b>T004</b>	\$19.1927	\$39,920.82	\$29.7556	\$61,891.65
<b>T005</b>	\$21.3076	\$44,319.81	\$33.0189	\$68,679.31
<b>T006</b>	\$23.6498	\$49,191.58	\$36.6573	\$76,247.18
<b>T007</b>	\$26.2423	\$54,583.98	\$40.6937	\$84,642.90
<b>T008</b>	\$29.1302	\$60,590.82	\$45.1734	\$93,960.67
<b>T009</b>	\$32.3480	\$67,283.84	\$50.1422	\$104,295.78
<b>T010</b>	\$35.8956	\$74,662.85	\$55.6453	\$115,742.22
<b>T011</b>	\$39.8522	\$82,892.58	\$61.7738	\$128,489.50
<b>T012</b>	\$44.2297	\$91,997.78	\$68.5617	\$142,608.34
<b>T013</b>	\$49.1075	\$102,143.60	\$76.1003	\$158,288.62

### **APPENDIX E — AFW Pay Progression**

#### **Section 1.     Apprentice Facilities Worker (AFW)**

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 44 – 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.

### **APPENDIX F — UTILITIES WATER DISTRIBUTION LICENSE**

Effective January 1, 2019, Bargaining Unit members employed as Senior Utilities Serviceworker, Utilities Crew Leader, and Utility Service Representative and assigned to water distribution shall possess and maintain a Level 3 or higher water distribution system operator license from the Florida Department of Environmental Protection.



**APPENDIX G — 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 17 – Layoff/Recall.

<b><u>CLASS NO.</u></b>	<b><u>PAY GRADE</u></b>	<b><u>CLASS TITLE</u></b>
TM103	TG06	PUBLIC SAFETY AIDE
TM001	TG07	ACCIDENT INVESTIGATOR
TM002	TG04	ACCOUNTING CLERK
TM107	TG06	SENIOR ACCOUNTING CLERK
TM013	TG04	BILLING SPECIALIST
TM108	TG06	SENIOR BILLING SPECIALIST
TM014	TG07	BILLING COORDINATOR
TM104	TG02	RECEPTIONIST
TM004	TG04	ADMINISTRATIVE AIDE
TM029	TG04	CUSTOMER SERVICE REPRESENTATIVE
TM111	TG05	SENIOR CUSTOMER SERVICE REPRESENTATIVE
TM008	TG05	ALARM COORDINATOR
TM003	TG05	ACCREDITATION ASSISTANT
TM005	TG06	ADMINISTRATIVE ASSISTANT
TM016	TG04	BUSINESS TAX SPECIALIST
TM085	TG06	SENIOR BUSINESS TAX SPECIALIST
TM142	TG06	BUSINESS TAX INSPECTOR
TM017	TG07	BUSINESS TAX COORDINATOR
TM101	TG04	PROCUREMENT ASSISTANT
TM059	TG07	HVAC TECHNICIAN
TM006	TG04	AIRPORT MAINTENANCE TECHNICIAN
TM007	TG06	AIRPORT OPERATIONS SPECIALIST
TM099	TG03	POOL LIFEGUARD
TM011	TG05	BEACH LIFEGUARD

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TM015	TG10	BUILDING INSPECTOR
TM109	TG11	SENIOR BUILDING INSPECTOR
TM125	TG12	STRUCTURAL PLANS EXAMINER
TM018	TG07	CARPENTER
TM110	TG08	SENIOR CODE COMPLIANCE OFFICER
TM019	TG07	CODE COMPLIANCE OFFICER
TM020	TG07	CONSTRUCTION REVIEW SPECIALIST
TM129	TG07	TELECOMMUNICATIONS TECHNICIAN
TM009	TG07	APPLICATION SUPPORT SPECIALIST
TM021	TG05	CONSTRUCTION WORKER
TM151	TG06	SENIOR CONSTRUCTION WORKER
TM065	TG07	LEAD CONSTRUCTION WORKER
TM022	TG03	COPY CENTER/MAIL TECHNICIAN
TM075	TG05	OFFSET PRINTING PRESS OPERATOR
TM025	TG06	CRIME ANALYST TRAINEE
TM023	TG07	CRIME ANALYST
TM024	TG08	CRIME ANALYST II
TM028	TG01	CUSTODIAN
TM030	TG07	DIESEL TECHNICIAN
TM031	TG06	DOCK MASTER
TM032	TG06	ECONOMIC & PROGRAM ANALYST
TM033	TG06	ELECTRICAL ASSISTANT
TM036	TG07	ELECTRICIAN
TM037	TG07	ELECTRICIAN - AIRFIELD
TM060	TG07	INDUSTRIAL ELECTRICIAN
TM114	TG08	SENIOR INDUSTRIAL ELECTRICIAN
TM034	TG10	ELECTRICAL INSPECTOR
TM112	TG11	SENIOR ELECTRICAL INSPECTOR
TM035	TG12	ELECTRICAL PLANS EXAMINER

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TM039	TG06	ELECTRONICS/INSTRUMENT TECHNICIAN
TM038	TG07	ELECTRO TECHNICIAN
TM113	TG08	SENIOR ELECTRO-TECHNICIAN
TM040	TG05	ENGINEERING AIDE
TM041	TG07	ENGINEERING INSPECTOR I
TM042	TG08	ENGINEERING INSPECTOR II
TM043	TG06	ENGINEERING TECHNICIAN
TM044	TG07	ENGINEERING TECHNICIAN II
TM126	TG09	SURVEY/CADD COORDINATOR
TM045	TG07	ENVIRONMENTAL INSPECTOR
TM046	TG08	ENVIRONMENTAL INSPECTOR II
TM047	TG07	ENVIRONMENTAL LABORATORY TECHNICIAN
TM049	TG07	FABRICATOR-WELDER
TM134	TG06	VISUAL COMMUNICATIONS DESIGNER
TM055	TG06	GRAPHIC DESIGNER
TM057	TG06	HORTICULTURIST
TM063	TG05	LANDSCAPE INSPECTOR
TM058	TG05	HOUSING REHABILITATION SPECIALIST
TM061	TG06	IRRIGATION TECHNICIAN
TM070	TG06	MACHINIST
TM071	TG03	MARINA ATTENDANT
TM072	TG10	MECHANICAL INSPECTOR
TM115	TG11	SENIOR MECHANICAL INSPECTOR
TM073	TG12	MECHANICAL PLANS EXAMINER
TM137	TG03	WATER METER SERVICEWORKER
TM074	TG06	METER READER COORDINATOR

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TM128	TG07	TECHNOLOGY INFRASTRUCTURE SUPPORT TECHNICIAN
TM010	TG02	APPRENTICE FACILITIES WORKER
TM050	TG04	FACILITIES WORKER I
TM051	TG05	FACILITIES WORKER II
TM056	TG05	HEAVY EQUIPMENT OPERATOR
TM067	TG06	LEAD FACILITIES WORKER
TM080	TG06	PARKING FACILITY MAINTENANCE COORDINATOR
TM088	TG04	PLANT MAINTENANCE WORKER
TM117	TG05	SENIOR PLANT MAINTENANCE WORKER
TM056	TG05	HEAVY EQUIPMENT OPERATOR
TM076	TG06	PAINTER
TM077	TG04	PARK RANGER
TM079	TG05	PARKING ENFORCEMENT SPECIALIST
TM078	TG06	PARKING ENFORCEMENT SHIFT COORDINATOR
TM081	TG01	PARKING LOT ATTENDANT
TM084	TG05	PARKING METER TECHNICIAN TRAINEE
TM083	TG06	PARKING METER TECHNICIAN
TM082	TG06	PARKING METER SOFTWARE SUPPORT SPECIALIST
TM116	TG07	SENIOR PARKING METER TECHNICIAN
TM086	TG04	PEST CONTROL TECHNICIAN
TM087	TG04	PHOTO LAB SPECIALIST
TM089	TG07	PLUMBER
TM090	TG10	PLUMBING INSPECTOR
TM118	TG11	SENIOR PLUMBING INSPECTOR
TM091	TG12	PLUMBING PLANS EXAMINER
TM092	TG04	POLICE ADMINISTRATIVE AIDE
TM094	TG06	POLICE PROPERTY/ EVIDENCE TECHNICIAN
TM093	TG04	POLICE FORFEITURE COORDINATOR
TM119	TG06	SENIOR POLICE ADMINISTRATIVE AIDE
TM026	TG07	CRIME SCENE INVESTIGATOR

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TM064	TG08	LATENT FINGERPRINT EXAMINER
TM095	TG04	POLICE RECORDS CLERK
TM120	TG05	SENIOR POLICE RECORDS CLERK
TM098	TG05	POOL EQUIPMENT MECHANIC
TM105	TG05	RECREATION PROGRAM COORDINATOR
TM106	TG03	SECURITY GUARD
TM106	TG04	LEAD SECURITY GUARD
TM048	TG06	EQUIPMENT MECHANIC
TM052	TG03	FIRE EQUIPMENT AIDE
TM054	TG04	FIRE LOGISTICS SPECIALIST
TM096	TG04	POLICE SUPPLY SPECIALIST
TM100	TG04	PROCUREMENT & INVENTORY SPECIALIST
TM053	TG05	FIRE LOGISTICS COORDINATOR
TM122	TG05	SENIOR PROCUREMENT & INVENTORY SPECIALIST
TM062	TG06	IT SERVICE DESK COORDINATOR
TM127	TG05	TECHNICAL SUPPORT COORDINATOR
TM102	TG06	PRODUCTION COORDINATOR
TM131	TG06	UTILITIES MECHANIC
TM123	TG07	SENIOR UTILITIES MECHANIC
TM132	TG05	UTILITIES SERVICEWORKER
TM124	TG06	SENIOR UTILITIES SERVICEWORKER
TM133	TG06	UTILITY SERVICE REPRESENTATIVE
TM130	TG07	UTILITIES CREW LEADER
TM136	TG04	WASTEWATER PLANT OPERATOR TRAINEE
TM135	TG06	WASTEWATER PLANT OPERATOR
TM068	TG07	LEAD WASTEWATER PLANT OPERATOR
TM139	TG04	WATER TREATMENT PLANT OPERATOR TRAINEE
TM138	TG06	WATER TREATMENT PLANT OPERATOR
TM069	TG07	LEAD WATER TREATMENT PLANT OPERATOR

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TM140	TG07	ZONING AND LANDSCAPE INSPECTOR
TM027	TG08	CRIMINALIST
TM141	TG09	SENIOR CRIMINALIST
TM097	TG04	POLICE TELETYPE OPERATOR
TM121	TG05	SENIOR POLICE TELETYPE OPERATOR
TM012	TG04	PERMIT SERVICES TECHNICIAN
TM143	TG05	SENIOR PERMIT SERVICES TECHNICIAN
TM144	TG07	DETENTION OFFICER
TM145	TG09	DETENTION CORPORAL
TM147	TG04	STABLE ATTENDANT
TM146	TG06	DIGITAL EVIDENCE SPECIALIST
TM150	TG09	REAL TIME TACTICAL CRIME ANALYST
TM148	TG04	COURT LIAISON SPECIALIST
TM149	TG07	INVESTIGATIONS SPECIALIST

Agreement between City of Fort Lauderdale and  
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October 1, 2022, through September 30, 2025

IN WITNESS WHEREOF, the parties hereto have set their hands this 17 day of \_\_\_\_\_, 2022.

FOR: THE CITY OF FORT LAUDERDALE

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

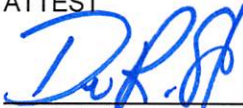


Dean J. Trantalis, Mayor



Josh Zivalich, President

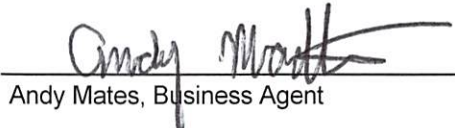
ATTEST



David Soloman, City Clerk



Greg Chavarria, City Manager



Andy Mates, Business Agent

Approved as to form:



Paul Bangel  
Senior Assistant City Attorney



# DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 1/4/2023

DOCUMENT TITLE: Teamsters Local Union No. 769 - Collective Bargaining Agreement

COMM. MTG. DATE: 10/18/22 CAM #: 22-0954 ITEM #: CR-3 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: J. Larregui 5106 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 2

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 1/13/23 Attorney's Name: Paul G. Bangel Initials: PGB/SL

3) City Clerk's Office: # of originals: 2 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 01/13/23

4) City Manager's Office: CMO LOG #: JCM - 28 Document received from: CEO 01/13/23

Assigned to: GREG CHAVARRIA  ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO \_\_\_\_\_ (Initial) S. GRANT \_\_\_\_\_ (Initial)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward  originals to  Mayor  CCO Date: 1/13/23

5) Mayor/CRA Chairman: Please sign as indicated.

Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

### INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains 1 copy original and forwards 2 originals to: M. Vincent/HR (Name/Dept/Ext)  
Ext. 5821

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_  YES  NO Original Route form to CAO

