

TCOLLECTIVE BARGAINING AGREEMENT

BETWEEN

~~FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC. TEAMSTERS LOCAL 769~~

AND

THE CITY OF LAUDERHILL, FLORIDA

OCTOBER 1, 201~~8~~<sup>4</sup> THROUGH SEPTEMBER 30, 20~~21~~<sup>17</sup>

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1 AGREEMENT  
2 BETWEEN  
3 ~~FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC., TEAMSTERS LOCAL 769~~  
4 AND THE CITY OF LAUDERHILL, FLORIDA  
5

6 PREAMBLE  
7

8 This Agreement entered into by the City of Lauderhill, Florida, hereinafter referred to as the  
9 Employer or the City, and ~~the Florida State Lodge, Fraternal Order of Police, Inc., Teamsters~~  
10 ~~Local 769~~ hereinafter referred to as the Union, has as its purpose the promotion of harmonious  
11 relations between the Employer and Union; the establishment of an equitable and peaceful  
12 procedure for the resolution of differences; the establishment of rates of pay, hours of work and  
13 other conditions of employment and resolutions of disputes between parties and their members.  
14

15 BILL OF RIGHTS  
16

17 To insure that individual rights of Employees in the City of Lauderhill Bargaining Unit are not  
18 violated, the following shall represent the Employee’s Bill of Rights.  
19

20 A Union Employee is entitled to union representation at each and every step of the Grievance  
21 Procedure set forth in this Agreement.  
22

23 DEFINITIONS  
24

25 BASE WAGE means that weekly pay now in existence without consideration of overtime,  
26 holiday pay or extra wages of any kind.  
27

28 REGULAR EMPLOYEE/MEMBER shall be defined as any full-time or part-time Employee of the  
29 City of Lauderhill who has completed their probationary period. Unless specifically referenced,  
30 the benefits outlined in this contract are only available to full-time employees.  
31

32 FULL-TIME EMPLOYEE/MEMBER shall be defined as an Employee whose regular required  
33 work week consists of at least thirty-seven and one half (37 1/2) hours per week.  
34

35 PROBATIONARY EMPLOYEE/MEMBER shall be defined as an Employee who has not worked  
36 for the City of Lauderhill for six (6) months as a full-time Employee (which may be extended by  
37 the City for up to another six (6) month period), and any Employee whose salary and condition  
38 of employment is regulated and provided for by another governmental agency. For purposes of  
39 this definition, the period of time an employee is engaged in specialized training shall not count  
40 towards the ~~six months time~~ necessary to complete probation. A probationary employee’s  
41 probation shall be tolled and extended during any period of time that the employee is not at  
42 work performing his/her regular, normal duties for more than three days (e.g. sick leave, light  
43 duty and worker’s compensation) during the probationary period. The probationary period shall  
44 commence running only when the employee returns to his/her normal duties. Probationary  
45 employees are not covered by this Agreement and shall not have a right to any benefits  
46 provided to regular full-time employees.  
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ARTICLE 1

UNION RECOGNITION

SECTION 1. RECOGNITION

The City recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees included within the certified bargaining unit, and any other inclusions or exclusions mutually agreed to, in writing, by the parties, and approved by the Public Employees Relations Commission Certification Number 1925, which is attached hereto as Appendix A.1790, which states as follows:

~~INCLUDED: All regular full- and part-time employees and seasonal part-time employees employed by the City of Lauderhill, regardless of funding.~~

~~EXCLUDED: Sworn police and fire personnel, Assistant Director and Foreman, Public Works Department; Chief Water Plant Operator; Chief Wastewater Plant Operator; Supervisor of Maintenance, Utilities Department; Secretary to City Clerk; managerial employees; confidential employees; and casual employees.~~

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ARTICLE 2

UNION SECURITY

SECTION 1. NON-DISCRIMINATION

There shall be no discrimination against any worker namely by reason of race, national origin, religion, color, creed, sex, physical handicap, political affiliation, union membership or non-membership. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public interest remains the full utilization of Employees' skill and ability without regard to consideration of race, color, creed, national origin, sex, religion, age or physical handicap required by existing law and ordinances.

SECTION 2. PLEDGE AGAINST COERCION

The Employer agrees not to interfere with the right of Employees to become members of the Union. There shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative because of any Employee activity in an official capacity on behalf of the Union.

SECTION 3. CHECKOFF OF UNION DUES AND OTHER DEDUCTIONS

~~A. The City agrees to deduct once each pay period, the union dues of said Employees who individually and voluntarily certify in writing on the prescribed dues deduction form that they authorize such deductions. No authorization shall be allowed for payment of initiation fee, assessment or fines. Any change in the amount of the dues to be deducted will require the Union to certify in writing to the Employer the new dues amount. Any member of the Union who has submitted a properly executed dues deduction form (Appendix DC) to the City Manager or his designee may have his or her dues deducted from his or her wages. Dues deducted from wages of a member will be transmitted to the FOPthe Union on a monthly basis. However, the City shall have no responsibility or liability for the improper deduction of dues.~~

~~B. The City shall remit once each month monies collected to the Union. The FOPTeamsters shall indemnify, defend and hold the City harmless against any and all claims, suits, order and judgments brought and issued against the City as a result of any action taken or not by the City under the provisions of this Article.~~

A. Employees who wish to join the Union and have their dues and initial fees deducted through payroll may authorize the City to make such deductions by using the Union's authorization form.

B. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders, judgements, including attorneys' fees, brought or issued against the City as a result of any action taken by the City under this Article.

C. Union dues shall be deducted in equal amounts in each of the 26 pay periods and shall be remitted to the Secretary-Treasurer of the Union within ten (10) working days of the end of the month.

A.D. C.—No deduction 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 of dues to be checked off.

B.E. D.—Any Employee may withdraw his/her membership in the Union upon written request and thirty (30) days’ notice to the City and the Union.

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ARTICLE 3

MANAGEMENT RIGHTS

5 Except as expressly limited by this Agreement, tThe ~~Employee organization~~Union  
6 agrees that the City has and will continue to retain, whether exercised or not, the right to  
7 operate and manage its affairs in all respects. The powers or authority which the City has  
8 not officially abridged, delegated or modified by the express provisions of this Agreement  
9 are retained by the City. The rights of the City, through its management officials, shall  
10 include but shall not be limited to the right to determine the organization of city government  
11 to determine the purpose of each of its constituent departments; to exercise control and  
12 discretion over the organization and efficiency of operations of the City; to set standards for  
13 service to be offered to the public; to direct the Employees of the City, including the right to  
14 assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and  
15 schedule Employees in positions with the City; to suspend, demote, discharge, or take other  
16 disciplinary action against Employees for just cause; to increase, reduce, change, modify or  
17 alter the composition and size of the work force, including the right to relieve Employees  
18 from duties because of lack of work or funds; to determine the location, methods, means,  
19 and personnel by which operations are to be conducted, including the right to contract and  
20 subcontract existing and future work, to establish, modify, combine or abolish job pay  
21 positions; to change or eliminate existing methods of operation, equipment or facilities.

23 The City has the sole authority to determine the purpose and mission of the City to  
24 prepare and submit budgets to be adopted by the City Commission.

26 Those inherent managerial functions, prerogatives and policymaking rights which the  
27 City has not expressly modified or restricted by a specific provision of this Agreement are  
28 not in any way, directly or indirectly, subject to the Grievance Procedure contained herein.

ARTICLE 4

BULLETIN BOARDS

The Employer agrees to furnish and maintain suitable bulletin boards in the areas to be used by the Union:

BULLETIN BOARD LIST

City Hall	First Floor through Third Floor Break Rooms
Department of Environmental And Engineering Services (DEES)	DEES Building and Garage
Parks and Leisure Services	All Park Facilities with a building
Police Department	All buildings staffed with civilians

SECTION 2. The Union agrees to limit its postings of notices and bulletins to such bulletin boards listed above.

SECTION 3. The Union agrees that it will not post material which may constitute election campaign material for or against any person, organization or faction thereof, except that election material relating to internal union elections may be posted on such bulletin boards.

SECTION 4. All bulletins or notices shall be signed by the international representatives, local union president, or their designees, and copies shall be furnished to the Human Resources department before the information is posted.

SECTION 5. The City retains the right to remove postings which violate Section 3 above and shall notify the Union of same.

ARTICLE 5

SENIORITY

SECTION 1. 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 shall mean the length of continuous full-time service an Employee has with the City beginning with the date he/she was employed ~~as a full-time Employee~~ by the City.

SECTION 2. Regular Employees shall have a six (6) month probationary period, which may be extended at the City's sole discretion for another six (6) month period. The period of time an employee is engaged in specialized training shall not count towards the ~~six months time~~ necessary to complete probation. A probationary employee's probation shall be tolled and extended during any period of time that the employee is not at work performing his/her regular, normal duties for more than three days (e.g. sick leave, light duty and worker's compensation) during the probationary period. The probationary period shall commence running only when the employee returns to his/her normal duties. During this probationary period, the Employee shall have no seniority rights. Upon the completion of the probationary period, the Employee's seniority shall be dated from the date of hire.

SECTION 3. Departmental seniority is defined as the length of employment within the Employee's current department.

Classification seniority is defined as the length of employment within a particular classification.

SECTION 4. Seniority shall continue and accumulate during the following:

1. Illness under an approved sick leave
2. Injury in the line of duty
3. Authorized leave of absences

Employees shall lose seniority for the following reasons:

1. Resignation
2. Discharge for just cause
3. Exceeding an authorized leave of absence. In this case, the Employee will not continue to accrue seniority but will retain what they previously earned.

SECTION 5. Seniority will be given first consideration in Hours of Work, Shift Assignment and Overtime (Article 16, Section 1D), Layoff and Bumping (Article 14) and Vacation (Article 13, Section 1).



ARTICLE 6

GRIEVANCE PROCEDURE

SECTION 1. GRIEVANCE PROCEDURE

A. In a mutual effort to provide a harmonious working relation between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of the specific terms of this Agreement.

B. Definition: A grievance within the meaning of this contract shall consist of disputes about interpretations and applications of particular clauses of this Agreement and about alleged violations of this Agreement.

C. Where a grievance is general in nature in that it applies to a number of Employees rather than to a single Employee, such grievance shall be presented at Step 3 in writing, within ten (10) working days of the occurrence of the events which give rise to the grievance. The grievance shall be signed by the aggrieved Employees or the authorized local representative of the employee organization.

D. If a grievance arises from the action of an official higher than Step 1 Management Representative, the grievance shall be initiated at Step 2 or 3 as appropriate. The grievance shall be submitted in writing within five (5) working days of the occurrence or knowledge of the occurrence giving rise to the grievance.

E. Grievances shall be processed in accordance with the following procedures:

Step 1. The grievant shall present orally his/her grievance to his/her immediate supervisor within five (5) working days of the occurrence or knowledge of the occurrence of the action giving rise to the grievance. An automatic five (5) day extension will be granted, if requested, within the five (5) day period. A union steward or union representative may be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate orally, to the grievant within three (3) working days from the date the grievance was presented to him.

Step 2. If the grievance is not settled at the first step, the grievant within five (5) working days of the answer in the first step shall present it to the department head or his/her designee in writing. The department head or his/her designee shall investigate the alleged grievance and shall within five (5) working days of receipt of the written grievance conduct a meeting between himself, his/her representative if needed and the grievant. The grievant may be accompanied at this meeting by a Union representative.

1 The department head or his/her designee shall notify the aggrieved Employee in writing  
2 of his/her decision not later than three (3) days following the meeting date.

3 Step 3. If the grievant does not settle his/her grievance in the second step, the  
4 grievant within five (5) working days shall present the written grievance to the City  
5 Manager or his/her designee. The City Manager or his/her designee shall investigate the  
6 alleged grievance and shall within five (5) working days following receipt of the written  
7 grievance conduct a meeting between himself, his/her designee, and/or his/her  
8 representatives if needed and the aggrieved Employee. The grievant may be  
9 accompanied at this meeting by a Union representative. The City Manager or his/her  
10 designee shall notify the aggrieved Employee in writing of his/her decision not later than  
11 five (5) working days following the meeting date. The decision of the City Manager with  
12 respect to written reprimands shall be final and binding.

13 Step 4. If a grievance, as defined in this Article, has not been satisfactorily  
14 resolved within the grievance procedure, the grievant may request arbitration or a  
15 hearing before the Civil Service Board within fifteen (15) calendar days of the earlier of  
16 the City Manager's decision at Step 3 or the deadline for the City Manager's decision at  
17 Step 3. However, the decision of the City Manager with respect to a written reprimand  
18 shall not be arbitrable nor appealable to the Civil Service Board.

19 SECTION 2. ARBITRATION PROCEDURE  
20

21 A. When either of the parties desire that an unresolved grievance be submitted to  
22 arbitration, the  
23 matter shall be referred to the ~~American Arbitration Association or the~~ Federal Mediation  
24 Conciliation Service with notification to the other party.  
25

26 B. The arbitration proceeding shall be conducted by the arbitrator to be selected by the  
27 Employer  
28 and the Union. The party seeking to proceed to arbitration shall submit a request for a panel  
29 of no fewer than seven (7) impartial arbitrators within fifteen (15) days of the demand for  
30 arbitration pursuant to Step 4 above. Both the Employer and the Union shall have the right  
31 to strike names from the panel. The Union shall strike the first name; then the City shall  
32 strike one (1) name. The process will be repeated and the remaining person shall be the  
33 arbitrator.  
34

35 C. The arbitrator shall be requested to render a decision within the later of thirty (30) days  
36 of the  
37 arbitration hearing or thirty (30) days of the receipt of any written post-hearing brief.  
38

39 D. The expenses and fees of any arbitrator shall be borne equally by both parties.  
40

41 E. The decision of the arbitrator shall be final and binding on both parties.  
42

43 F. No arbitrator functioning under this step shall have the power to amend, modify or delete  
44 any  
45 provision of this Agreement.



1  
2 G. The arbitrator shall be limited to the part of the contract dealing only with the grievance  
3 before  
4 him/her.  
5

6 SECTION 3. GENERAL PROVISIONS  
7

8 A. Any Union member, if they elect to, shall have Union representation at any step of the  
9 grievance procedure and/or during disciplinary proceedings.  
10

11 B. For the purpose of this section, working day shall mean Monday through Thursday,  
12 excluding holidays.  
13

14 C. The times indicated on all steps may be extended by mutual agreement.  
15

16 D. When a grievance is reduced to writing there shall be set forth therein:  
17

18 (1) A complete statement of the grievance and the facts upon which it is based.  
19

20 (2) The section or sections of this Agreement that are alleged to have been violated; and  
21

22 (3) The remedy or correction requested.  
23

24 E. A grievance not advanced to the higher step within the time limit provided shall be  
25 deemed  
26 permanently withdrawn as having been settled on the basis of the decision most recently  
27 given. Failure on the part of the City to answer within the time limit set forth in any step will  
28 entitle the Employee to proceed to the next step.  
29

30 F. The City will submit to the Union a copy of all grievances filed by general Employees  
31 who are  
32 non-Union members within ten (10) calendar days.  
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34 G. Part-time and-seasonal part-time employees are not allowed to grieve or arbitrate any  
35 disciplinary action.  
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ARTICLE 7

UNION STEWARDS AND REPRESENTATIVES

SECTION 1. The Union agrees that there shall be no solicitation for membership in the Union, signing up of members, collection of any fees, dues or assessments, meetings or other business activities of the Union on City time. Union organizing may be done before the start of a work shift, during the lunch period, and after work hours. City Hall employees will be confined to non-work areas.

SECTION 2. UNION STEWARDS

A. Employees selected by the Union to act as Union representatives shall be known as "Stewards".

The names of Employees selected as Stewards and the names of other union officers and representatives who may represent Employees shall be certified in writing to the Employer by the local union. The Union may have up to seven (7) regular Stewards, including one Chief Steward ~~and one non-employee Staff Representative~~.

B. It is understood and agreed that any Employee functioning as a union ~~representative~~ Steward has productive work to perform and will not leave the job during work hours, except after properly requesting and receiving proper authorization from the department head or designee. If the request is reasonable, the Union representative shall be afforded the opportunity.

SECTION 3. NOTIFICATION

C. The City shall provide the Union Business Representative ~~President~~ with the names and assigned Divisions of all newly hired general full-time and part-time employees within thirty (30) days of being hired.

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ARTICLE 8

DISCIPLINE AND DISCHARGE

SECTION 1. ~~Regular full time~~ Employees may be disciplined, discharged or demoted for just cause.

SECTION 2. Probationary Employees (initial employment) can be disciplined or discharged with or without case, and this action shall not be subject to the grievance procedure.

SECTION 3. Probationary Employees are defined as per the definitions section on page one (1) of this Agreement.

SECTION 4. Employees shall witness and/or receive copies of performance evaluations, statements of reprimand and discipline, at the time the documents are filed in the Employee's personnel folder. The Employee will have the right to answer any such material filed within five (5) working days of filing and his/her answer will be attached to the file copy.

SECTION 5. All discipline is intended to be constructive in nature. Therefore, tThe language of Civil Service Resolution 92-258, Section 9(A), Paragraph 2, which states "...depending on the severity of the cause, efforts should be made to first invoke progressive discipline, i.e. verbal reprimand, written reprimand, suspension, and termination...: shall be adhered to by the City and the Union.

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ARTICLE 9

LABOR MANAGEMENT COMMITTEE

SECTION 1. A Labor Management Committee will be established with one member of the City Administration, a quorum of the Union ~~executive board~~Stewards and the pertinent department head designated by the agenda. Meetings may be scheduled by either party with written notification at least one (1) week in advance. Meetings may be rescheduled by either party with written notification.

SECTION 2. The purpose of each Labor Management Committee shall be limited to discussion of general internal problems and to assist in the dissemination of departmental communications to Employees. The committee shall not engage in any labor negotiations nor shall it be or become a vehicle for grievance handling processing or resolution. Agendas for the meetings should be submitted to the Administration office no later than the first Monday of the quarter. Minutes of the meetings will be kept at the discretion of the parties. The committee may make recommendations to the City Manager.

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ARTICLE 10

WORKFORCE CHANGES

SECTION 1. PROMOTION AND FILLING OF VACANCIES IN COMPETITIVE CLASSIFICATIONS

- A. The term "Promotion" means the advancement of an Employee to a higher paying classification.
- B. Whenever an opportunity for promotion occurs or a job opening occurs in other than a temporary situation in any existing competitive job classification or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted on all bulletin boards stating the classification, rate of pay, and the nature of the job requirements in order to qualify for the purpose of establishing an eligibility list. Such posting shall be for a period of not less than five (5) working days.
- C. Eligibility lists shall be used in filling vacancies. The top three regular Employees who qualify shall be interviewed first. A probationary employee may apply for promotional or open competitive positions prior to the completion of the employees six (6) month probationary period (or extended probationary period) in the new position and complete it prior to becoming a Regular Full time Employee.
- D. In the event a regular full-time Employee is promoted, that Employee will serve a three month probationary period in the new position, which may be extended by the City for an additional three month period at the City's sole discretion. If it is found that such Employee does not meet the requirements or responsibilities of the position for which he/she has been selected during the trial period or he/she voluntarily relinquishes such position, then such Employee shall be restored to his/her former classification and shall receive the same pay status and benefits he received prior to the promotion.
- E. An employee's promotional probationary period shall be tolled and extended during any time period that the employee is not at work performing his/her regular, normal duties for more than three (3) days (e.g. sick leave, light duty, and workers' compensation leave) during the employee's promotional probationary period. The promotional probationary period shall commence running only when the employee returns to his/her normal duties.
- F. The Individual promoted shall receive a pay adjustment to the minimum of the new pay range or 5% whichever is greater.

ARTICLE 11

WORKING OUT OF CLASSIFICATION

An employee who temporarily performs work in a higher classification for more than ten (10) consecutive scheduled work days or for twenty (20) scheduled work days out of ninety (90) scheduled work days, shall be paid the minimum rate of the higher position or a 5% increase to current salary, whichever is greater from the first day of work. At the end of the temporary assignment, the Employee’s pay shall revert to the rate being received prior to being assigned to the higher classification.

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ARTICLE 12

UNION RIGHTS

SECTION 1. ACCESS TO PREMISES

- A. The Employer agrees to permit authorized representatives of the Union to enter the premises of the Employer for discussions of working conditions with the Employees before and after working hours or during lunch time.
- B. The representative will request approval from the appropriate department head or their designee if they desire to contact Employees during actual working hours.
- C. Subject to approval by the City Manager or the city Manager’s designee, the Union ~~Chief Steward President or his/her authorized representative~~ may use no more than three (3) hours per week on duty to conduct Union business with the City.

SECTION 2. The Union shall receive a copy of any proposed changes or additions to job descriptions for positions in the bargaining unit prior to their implementation by the City.

SECTION 3. The Union shall receive a copy of any bid announcements or requests for proposals that (1) concern major services currently being provided by the City and (2) affect the staffing of bargaining unit positions.

SECTION 4. The City shall provide the Union with copies of all formal discipline issued to Bargaining Unit employees.

ARTICLE 13

PAID TIME OFF (PTO)

SECTION 1. PAID TIME OFF (PTO)

Each October 1<sup>st</sup>, Employees shall be eligible for compensated time off as set forth below:

1-4	*160 hours per year (4-10 & 5-8 work schedule) *150 hours per year (3-9.5 and 1-9 work schedule)
5-9	*200 hours per year (4-10 & 5-8 work schedule *187.5 hours per year (3-9.5 and 1-9 work schedule)
10-20	*236 hours per year (4-10 & 5-8 work schedule) *221.25 hours per year (3-9.5 and 1-9 work schedule)
20+	*248 hours per year (4-10 & 5-8 work schedule) *232.5 hours per year (3-9.5 and 1-9 work schedule)

**\*If a safety bonus day is awarded and if not used within the fiscal year, it will be added to the above.**

PTO will be accrued on an hourly basis at a rate that equals the total hours earned annually over the course of one year.

Seniority will be given first consideration in selection of days for his/her Paid time Off (PTO). A deadline shall be established by the department head for receiving PTO requests.

All absences or time included under this section, which are in excess of available PTO, will be charged to leave without pay. Leave without pay must be approved by the City Manager in advance. Paid Time Off (PTO), will not accrue to the Employee during leave without pay.

Employees must call in accordance with prior department policy, but no later than 30 minutes after the start of work if a PTO day is to be used for sick or emergency purposes. Employees working shifts (i.e. utility operators) must call at least 2 hours ahead of time if a PTO day is to be used for sick or emergency purposes.

SECTION 2. CONVERSION OF UNUSED VACATION AND SICK LEAVE

During the fiscal year, the Employee must take a minimum of eighty (80) hours (4 – 10 work schedule) or seventy-five (75) hours (3-9.5 and 1-9 work schedule) of PTO. The remaining available hours may be accumulated. Upon separation of employment, the Employee will be



1 compensated for all unused PTO at a rate of seventy percent (70%) of their pay, maximum  
2 accumulation of six hundred (600) PTO hours (4 – 10 work schedule) or 562.5 PTO hours (3-9.5  
3 and 1-9 work schedule).

4  
5 Bargaining Unit Members may not accrue more than the maximum hours designated for  
6 each work schedule on September 30 of any year. Members may accrue PTO hours in excess  
7 of the designated hours during the fiscal year but must reduce their leave bank to the  
8 designated maximum by the end of the fiscal year (i.e. September 30th of every year). Members  
9 who have attempted to reduce their leave bank during the fiscal year, but have been unable to  
10 do so because their PTO requests have been denied three (3) or more times during the fiscal  
11 year, will have the time rolled over to the next fiscal year. However, upon separation of  
12 employment, the Employee will be only receive compensation for unused PTO up to six  
13 hundred (600) PTO hours (4 - 10 work schedule) or up to 562.5 PTO hours (3-9.5 and 1-9 work  
14 schedule) at a rate of 70% of their pay.

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16 SECTION 3. HOLIDAY LEAVE

17  
18 The Employees of the City shall enjoy fourteen (14) paid holidays per year:

- 19  
20 New Year's Day  
21 Martin Luther King, Jr. Day  
22 Washington's Birthday  
23 Columbus Day  
24 Memorial Day  
25 Independence Day  
26 Labor Day  
27 Veteran's Day  
28 Thanksgiving Day  
29 Day after Thanksgiving  
30 Christmas Eve  
31 Christmas Day  
32 New Year's Eve  
33 (1) Personal Day  
34

35 Employees must work the regular scheduled day before and the day after a holiday to be  
36 paid for the holiday unless PTO is scheduled at least two (2) days in advance. If the Employee  
37 provides proof of illness by submitting a doctor's bill or certified stamp from HMO/carrier he/she  
38 may be absent and still receive holiday pay.

39  
40 If a holiday occurs during an Employee's Paid Time Off (PTO), the holiday shall not be  
41 charged against his/her PTO. Jury duty or death in the family occurring during his/her PTO shall  
42 be considered as days still due the employee. All benefits will continue to accrue while on PTO.  
43 When an Employee is hospitalized during scheduled PTO and subsequently receives short term  
44 disability payments, said Employee will not be charged with PTO.

45  
46 SECTION 4. SAFETY BONUS DAY

47  
48 The Safety Bonus Day Program shall be enhanced to allow eligible employees to  
49 receive up to two (2) Safety Bonus Days. One Safety Bonus Day shall be awarded to the

1 employee if he/she does not have an accident during the fiscal year. The other Safety Bonus  
2 Day shall be awarded to all employees within a department when the number of accidents in  
3 that department falls below the number of accidents allowed for that department during the  
4 fiscal year. The Safety Bonus Days shall be included with the Paid Time Off as covered in  
5 Section 1.

## 6 7 SECTION 5. FUNERAL LEAVE

8  
9 The City agrees that when a death occurs in the immediate family of an employee or  
10 his/her spouse, that member shall be granted up to three (3) working days off to attend a funeral  
11 without loss of pay or benefits as long as proof of death is provided to the department head  
12 upon the employee's return to work. Employees will be permitted five (5) days leave to attend  
13 an out-of-state funeral provided that the employee provides proof of death and proof of  
14 attendance to his/her immediate supervisor upon the employee's return to work.

15  
16 The immediate family as cited above shall be defined as legal guardian, father, mother,  
17 spouse, children, brother, sister, grandparents, grandchildren, daughter-in-law and son-in-law,  
18 father-in-law and mother-in-law, brother-in-law and sister-in-law, step-parents, step-children and  
19 foster children.

## 20 21 SECTION 6. JURY DUTY

22  
23 Employees shall be granted time off without loss of straight time pay for reporting for jury  
24 duty upon presentation to their supervisor of satisfactory evidence relating to jury duty.

25  
26 Employees who have been subpoenaed to testify at a deposition, trial, administrative  
27 hearing or arbitration hearing, related to their duties as a City Employee, shall be released from  
28 duty with pay to testify.

## 29 30 SECTION 7. TIME OFF FOR VOTING

31  
32 During a general election, an Employee who registered to vote whose hours of work do  
33 not allow sufficient time for voting shall be allowed the necessary time off with pay for this  
34 purpose. When the polls are opened two hours before or two hours after the regular scheduled  
35 work period, it shall be considered sufficient time for voting.

## 36 37 SECTION 8. CIVIL SERVICE EXAMINATION LEAVE

38  
39 When an Employee is scheduled to work, he/she shall be allowed time off with no loss of  
40 time or pay to take open competitive and promotional Civil Service Examinations, but only such  
41 examinations which would result in employment by the City of Lauderhill. The Employee shall  
42 submit a request for such leave two days before the scheduled examination and submit proof  
43 that he/she took said examination.

## 44 45 SECTION 9. MILITARY SERVICE LEAVE

46  
47 Military service leave shall be in accordance with HR-32 "Military Leave" of the City's  
48 Administrative Policies and Procedures Manual.

1 SECTION 10. LEAVE OF ABSENCE

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3 Leave of absence including maternity leave, may be granted for up to three (3) months  
4 with option to extend for another three (3) month period if approved by department head and  
5 City Manager.

6

7 SECTION 11. TIME OFF FOR NEGOTIATIONS

8

9 For the purpose of entering into collective negotiations for a successor agreement to this  
10 Agreement, the employee agrees to grant leave with pay for three (3) Employees, appointed by  
11 the President or designee, plus the President, for the unions' negotiations committee. The Union  
12 shall provide the City with a list of names of such committee members prior to the  
13 commencement of any such negotiations. Release time for the purpose of negotiations shall not  
14 be charged to Personal Time Off of the individual employees.

15

16 Time off with pay will encompass the actual time the appointed union individuals will be  
17 involved with the negotiations which occurs during their scheduled working hours. Premium time  
18 will not be paid for negotiations.

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20 SECTION 12. BUYBACK

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22 Employees shall be allowed to buy back up to 80 hours (4 – 10 work schedule) or 75 hours (3-  
23 9.5 and 1-9 work schedule) of their PTO per year at a rate of sixty percent (60%) provided that  
24 the employee maintains a minimum of three hundred (300) hours of leave. The buyback must  
25 be utilized during the employee's anniversary year with the anniversary date established as the  
26 last date of hire as a regular full time employee. The parties agree that the City's policy on  
27 Leave Accrual Liquidation (HR-40) shall apply to bargaining unit members. A maximum of  
28 \$50,000 will be budgeted annually for bargaining unit employees to buy back PTO time.  
29 However, the City has the sole right to set the budgeted cap for bargaining employees each  
30 year at whatever amount the City determines. Should the total amount of hours bargaining unit  
31 members seek to sell back to the City in a given year exceed the City's budgeted cap,  
32 employees will be permitted to sell back only a pro rata share of the amount each employee  
33 sought to sell back. All requests must be submitted by April 1 of the current year for purchases  
34 in the next fiscal year.

35

36 SECTION 13. SICK LEAVE DONATION

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38 The parties agree that the City's policy on Sick Leave Donation (HR-39) shall apply to  
39 bargaining unit members. However, an employee shall not receive donated time unless that  
40 employee has exhausted all of his/her accrued paid leave and/or FMLA leave.

41

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ARTICLE 14

LAY-OFF AND BUMPING

SECTION 1. ELIGIBILITY

Lay-off will be in accordance with: (1) Seniority and (2) Qualifications, in a classification.

SECTION 2. PROCEDURE

When a lay-off takes place, it shall be accomplished by laying off: (1) temporary Employees; (2) provisional; (3) probationary; (4) regular part-time Employees; and then regular full-time Employees in accordance with the criteria established above.

SECTION 3. NOTIFICATION

The Employer shall ~~attempt to~~ provide ten days' notice to regular full-time and regular part-time Employees who are targeted for layoff. The Employer shall forward a list of those Employees being laid off to the local union when the notices are issued to the Employees.

SECTION 4. SENIORITY PROCEDURE

When an Employee is laid off due to a reduction in the work force, he shall be permitted to exercise his/her seniority right to bump or replace an Employee in the same classification grouping with less seniority if they are qualified to do the job. Employees may, if they so desire, bump an Employee in an equal or lower job classification provide the bumping Employee has greater seniority than the Employee he/she bumps and has the ability to perform the job.

SECTION 5. RECALL

When the work force is increased after lay-off, Employees will be recalled ~~according to seniority and qualifications, in the reverse order of layoff.~~ Notice of recall shall be sent to the Employee at his/her last known address by registered mail. The Union shall be notified at the same time. If any Employee fails to report for work within fifteen (15) days from the date of mailing of notice recall, he/she shall be considered to have quit.

Recall rights for an Employee shall expire after a period equal to his/her seniority, but in no case more than one (1) year from the date of lay-off. Written notice of expiration of recall rights shall be sent to the Employee at his/her last known address by registered or certified mail. No new Employee shall be hired until all Employees on lay-off who have agreed to return to work have been recalled in the same classification. Probationary Employees have no recall rights.

SECTION 6. SEPARATION PAY DURING LAY-OFFS

Should it become necessary for a lay-off to take place, Employees shall be given four weeks' severance pay. This section shall not apply to probationary Employees.

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ARTICLE 15

USE OF PRIVATE VEHICLES

Employees will not be required to utilize their own cars for city business.

ARTICLE 16

HOURS OF WORK AND OVERTIME

SECTION 1. PROCEDURE

A. The regular work week will be thirty-seven-and-one-half and forty hours, respectively.

B. Any "hours worked" in excess of an employee's regular work day shall be paid at time and a half.

C. Overtime work must be approved by the department head. Overtime request cannot be refused by an Employee after the City has made every effort to gain voluntary acceptance of overtime.

D. The City will distribute overtime on a rotation basis, starting with the most senior Employee in the same job classification and same work section or area.

E. PTO time scheduled at least two (2) days in advanced shall be considered time worked for calculation of overtime. Holiday time shall be considered as time worked.

F. An Employee who works a holiday will be compensated at the rate of time and one half (1-1/2) plus the day.

G. Non-exempt employees may from time to time receive work-related phone calls, texts or emails while they are off duty. Non-exempt employees should generally not respond to those calls, texts or emails while off-duty unless it is clear that they involve a time-sensitive issue that cannot wait until the employee returns to duty. If they do involve a time-sensitive matter, the employee should respond to the call, text or email while off duty and should report any time spent doing so that is greater than six (6) minutes to their Department Head or Designee. The employee may be required to provide proof to support the overtime submission.

G.H. Employees required to work during a declared emergency shall be paid at time and one half for all hours worked.

SECTION 2. CALL BACK PAY/STANDBY PAY

A. An Employee who is at his/her residence and who is called back to work shall be guaranteed a minimum of two (2) hours compensation at time and one half (1-1/2). Compensation will be paid for actual time worked commencing with the time the Employee reports for duty.

B. For each consecutive seven day period ("Standby Period") that an Employee is required to carry and be accessible by beeper, the Employee shall receive four (4) hours compensation at time and one half (1 and 1/2) ("Standby Pay"). If the employee is called back to work and works less than four (4) hours during that period, then the Employee shall only receive Standby Pay. If, however, the employee is called back to work and works more than four (4) hours during

1 that Standby Period, then the employee shall be compensated at time and one half (1 and ½)  
2 for any hours worked in excess of four (4) hours.

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4 Employee will be assigned a beeper on a weekly basis based upon a rotating seniority  
5 system.

6  
7 C. The Department Director shall have the sole and exclusive discretion to determine  
8 whether employees in the Director's Department shall be required to carry beepers.

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10 SECTION 3. BREAK TIME

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12 Employees will be allowed to take two (2) breaks during their tour of duty. One break will  
13 be on or after mid-morning, and the other will be on or after mid-afternoon, as determined by the  
14 department head or his/her designee.

15  
16 Break periods can be denied when the break would develop into:

- 17  
18 1. Creating an unsafe working condition:  
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20 2. A violation of any city, county or state regulation; or  
21  
22 3. During an emergency situation or a situation which would result in a complete  
23 curtailment of a service because of the break (e.g. closing of an office)  
24

25 However, it is recognized that many positions have a post or duty assignment that  
26 requires coverage for a full shift, which would not permit the Employee to actually leave his/her  
27 post. In those cases, it is recognized that the Employee can "rest" while the Employee physically  
28 remains in the geographic location of his/her duty or post.

29  
30 Breaks, when taken, will be of fifteen (15) minutes in duration. Break periods are to be  
31 taken at the job site, and will not involve transportation time back to a central are.

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33 Break periods not taken, (or granted) cannot be carried over to another period of time or  
34 accumulated. No payment of unused break time will be made.  
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ARTICLE 17

INSURANCE

SECTION 1. The City shall continue offering employees the choice of the HMO plan and the POS plan currently in effect. Premiums shall be paid as follows:

A. For employees selecting the HMO plan:

1. Single coverage: Employees shall not be required to pay a premium for single coverage. The City shall pay the entire premium for HMO single coverage during the term of this Agreement ("City's Single Contribution).

Effective 10/1/14, Employees shall pay twenty percent of the monthly cost of the premiums for Employee plus spouse, Employee plus Children or Employee plus Family coverage. The city shall pay the balance ("City's Adjusted Family Contribution").

B. For employees selecting POS coverage:

1. Single coverage: The City shall pay an amount equal to the City's Single Contribution (HMO Plan); Employees shall pay the balance.

2. Family coverage: The City shall make a contribution equal to the City's Adjusted Family Contribution (HMO Plan); Employees shall pay the balance.

SECTION 2. The City shall continue to provide dental insurance per current practice. Current practice is that the City pays 100% of the premiums for single coverage for DMO and PPO. For Family Dental Coverage, the City pays the single coverage premium and the employee pays the balance of the required premium.



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ARTICLE 18

SAFETY AND HEALTH

SECTION 1. The parties agree that they will conform to and comply with applicable laws as to safety and health.

SECTION 2. The Employer and the Union will cooperate in the continuous objective of eliminating safety and health hazards and agree to utilize within the Worker’s Compensation law all provisions to deter on-the-job injuries from occurring.

SECTION 3. The Union shall be represented on the safety committee by a bargaining unit member from each department selected by the Union.

SECTION 4. This committee shall meet as needed (but no more than bimonthly)\_to discuss safety and health hazard conditions. Emergency meetings may be requested by either party and shall be held within five (5) days of such request. The committee may make recommendations to the City Manager.

SECTION 5. Employees in appropriate classifications, who are currently furnished uniforms, shall be furnished five (5) t-shirts June 1 each year of the contract. On June 1 of each year of the contract, two pairs of approved walking shorts shall be furnished to the meter readers. In addition, employees who are assigned as Crime Scene Technicians, Police Service Aides and Property and Evidence Technician, shall be given an annual uniform allowance of \$150 in the first pay period of the new fiscal year.

SECTION 6.

A. Each Department Head shall determine which employees in that department are required to wear steel-toe or steel-shank safety shoes (“Safety Shoes”). Employees required to wear Safety Shoes shall purchase their own Safety Shoes and, upon submittal of a receipt to the purchasing department shall be reimbursed up to \$100, one time per fiscal year.

B. At the discretion of the Department Director, the employee may be reimbursed up to \$75 during the fiscal year for a second pair of safety shoes. The Department Director’s decision granting or denying reimbursement of up to \$75 for a second pair of safety shoes during the fiscal year shall be a non-grievable issue.

C. Employees who are reimbursed for Safety Shoes pursuant to this section and who leave the City within one year of being reimbursed for such Safety Shoes shall have deducted from their final paycheck an amount equal to the City’s pro-rata cost of the Safety Shoes.

D. The City will provide a Clothing Allowance of up to \$100 for general employees who are not required to wear a uniform to purchase City clothing items (i.e. polo shirts, sweaters, jackets), one time per fiscal year.

1 SECTION 7. The City will provide annual infectious disease and hazard training and will provide  
2 required safety equipment for employees who work with hazardous materials. The decision as  
3 to what training is provided is non-grievable.

4  
5 SECTION 8. Stormwater Division, Canals, Streets, Facilities Maintenance and Wastewater  
6 Division employees shall receive vaccinations for Hepatitis A and B at the City's expense.

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ARTICLE 19

WAGES

~~SECTION 1. Effective October 1, 2014, employees will be placed in the next higher pay slot. If slotting grosses the employee less than a 3.5% increase, the balance between the employee's gross pay increase and 3.5% of the employees' pre-increase amount pay will be paid in cash.~~

~~SECTION 2. Effective October 1, 2015, employees will be placed in the next higher pay slot. If slotting grosses the employee less than a 3.5% increase, the balance between the employee's gross pay increase and 3.5% of the employees' pre-increase amount pay will be paid in cash.~~

~~SECTION 3. Effective October 1, 2016, employees will be placed in the next higher pay slot. If slotting grosses the employee less than a 3.5% increase, the balance between the employee's gross pay increase and 3.5% of the employees' pre-increase amount pay will be paid in cash.~~

~~SECTION 4. Effective October 1, 2014, employees who are employed and have topped out shall receive a longevity payment in an amount equal to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve month change from August 2013 to August 2014 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than two percent (2%), the longevity payment will be two percent (2%). If the CPI is negative, employees will not receive a longevity.~~

~~SECTION 5. Effective October 1, 2015, employees who are employed and have topped out shall receive a longevity payment in an amount equal to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve month change from August 2014 to August 2015 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than two percent (2%), the longevity payment will be two percent (2%). If the CPI is negative, employees will not receive a longevity.~~

~~SECTION 6. Retroactive to October 1, 2017, the City shall implement a new pay plan in the form attached hereto as Appendix B. Employees will be slotted retroactive to that date in the form also attached hereto as Appendix B. Effective October 1, 2018, October 1, 2019 and October 1, 2020~~6, employees who are employed on that respective date shall receive a cost of living adjustment equal~~and have topped out shall receive a longevity payment in an amount equal~~ to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve month change from August ~~2015 of the prior year~~ to the August 2016 of the year of the COLA based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than ~~threetwo~~ percent (~~32~~%), the ~~longevity payment~~pay increase will be ~~two-three~~ percent (~~32~~%). If the CPI is ~~negative less than two percent (2%), employees will not receive a longevity~~a-the pay increase will be two percent (2%).

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ARTICLE 20

PENSION PLAN

SECTION 1. **Effective October 1, 2003**, for all years of employment beginning prior to October 1, 1994, employees shall receive a 2.25% pension benefit.

SECTION 2. **Effective October 1, 2003**, for all years of employment beginning after October 1, 1994, employees shall receive a 2.75% pension benefit.

SECTION 3. **Effective October 1, 2006**, employees who are members of the General Employee Pension Plan as of the date of approval by the Commission of this contract shall receive a 3% pension benefit for all years of employment.

SECTION 4. Within 90 days following ratification of this Agreement, the City agrees to revise the City’s General Employees Pension Plan (the “Plan”) to make it a Two Tier Pension Plan consisting of the following:

Tier One

- a. Employees hired on or before December 10, 2012 shall be part of Tier One of the Plan. Tier One shall consist of all the benefits and contributions offered by the Plan on the date that this Agreement is ratified.

Tier Two

- a. Employees hired after December 10, 2012 and prior to and including the ratification date of this Agreement shall be part of Tier Two of the Plan.
- b. Tier Two benefits shall be administered in the same manner as Tier One benefits, except as follows:
  - 1. The normal retirement date for Tier Two participants shall be the completion of 25 years of credited service, the date upon which the participants attain age 65 with 10 years of credited service, or the date upon which the participants attain age 60 with 15 years of service.
  - 2. The normal retirement benefit for Tier Two participants shall be calculated using a 2.5% multiplier for each year of credited service.
  - 3. Tier Two participants shall become fully vested in the Plan after earning 10 years of credited service.
  - 4. Tier Two participants are not entitled to participate in the Deferred Retirement Option Program.

Tier Three

- a. Employees hired following the ratification date of this Agreement shall be part of Tier Three of the Plan.

1           b. Tier Three benefits shall be administered in the same manner as Tier One  
2           benefits, except as follows:

- 3  
4                   1. The normal retirement date for Tier Three participants shall be the  
5                   completion of 25 years of credited service, the date upon which the  
6                   participants attain age 65 with 10 years of credited service, or the date  
7                   upon which the participants attain age 60 with 15 years of service.  
8                   2. The normal retirement benefit for Tier Three participants shall be  
9                   calculated using a 2.25% multiplier for each year of credited service.  
10                  3. Tier Three participants shall become fully vested in the Plan after  
11                  earning 10 years of credited service.  
12                  4. Tier Three participants are not entitled to participate in the Deferred  
13                  Retirement Option Program.

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15           SECTION 5. Tier One, Tier Two and Tier Three Employee contribution shall be percent  
16           (10%) of compensation.

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18           SECTION 6. Employee contribution shall be ten percent (10%) of compensation.

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20           SECTION 7. For the purposes of this Article, an employee's year of employment shall  
21           "begin" on his or her anniversary date.

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23           SECTION 8. Employees hired after October 1, 1994 shall be placed in the City's defined  
24           benefit pension plan.

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26           SECTION 9. Tier One Employees may retire after twenty (20) years of service,  
27           regardless of age.

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29           SECTION 10. Tier One Employees shall vest upon seven (7) years of service in the  
30           pension plan.

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32           SECTION 11. The City agrees to take the appropriate steps to implement the following  
33           Pension Plan benefits as soon as practicable.

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35                   A. Pension buy-back for years of service back to date of hire with total actuarial  
36                   cost paid by the employee.  
37                   B. Pension buy-forward for up to five years with total actuarial cost paid by the  
38                   employee.  
39                   C. Tier One Employees who reach normal retirement age shall be eligible to  
40                   participate in a Deferred Retirement Option Program ("DROP") for a  
41                   maximum of sixty (60) months. When employees attain twenty (20) years of  
42                   service they may enter the DROP plan. DROP participants will receive actual  
43                   investment return whether positive or negative on funds in the DROP.  
44                   D. Tier One Employees who currently have more than twenty (20) years of  
45                   service, are eligible to participate in the DROP.

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47           [SECTION 12. The City agrees to take the appropriate steps to implement the following](#)  
48           [Pension Plan benefit changes as soon as practicable:](#)

1 A. The multiplier for future service shall be two percent (2%) for members of all  
2 Plan Tiers.

3 B. Employees who are not yet vested will vest at ten (10) years of service.

4 A.C. Normal retirement for all Tier members not currently eligible to retire shall  
5 be either: (1) the date on which the sum of an employee's age and years of  
6 service with the City equals 75; (2) the date upon which the member attains  
7 age 60 with 15 years of service; or (3) the date on which the employee attains  
8 age 65 with 10 years of service.

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ARTICLE 21

NO STRIKE

SECTION 1. NO STRIKE AGREEMENT

Neither the Union nor any of its officers or agents nor members covered by this Agreement, nor any other Employees covered by this Agreement, will investigate, promote, sponsor or engage in any prohibited activities as defined in Section 447.203(6), Florida Statutes.

SECTION 2. PENALTY

Any or all Employees who violate any provision of the law prohibiting strikes or of this Article will be subject to disciplinary action by the City ~~and shall not be subject to the grievance procedure established herein.~~

SECTION 3. LOCKOUTS

No lockouts of Employees shall be instituted by the Employer during the term of this Agreement.

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ARTICLE 22

SAVINGS CLAUSE

SECTION 1. SAVINGS CLAUSE

Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable by a court or competent jurisdiction, such decision of the court shall only apply to the specific Article, section or portion thereof, directly specified in the decision. Upon the issuance of such a decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.

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ARTICLE 23

UNION TIME POOL

An Employee Union Time Pool is hereby authorized, subject to the following conditions:

SECTION 1. Each member of the bargaining unit who is credited with paid holidays may voluntarily contribute any portion of such holidays to the Union Time Pool.

SECTION 2. The form executed by the President, on behalf of all Employees represented by the Union, shall include language releasing the City of Lauderhill from any and all liability to pay for holidays contributed by the Employees to the Union Time Pool.

SECTION 3. For each Employee using the Union Time Pool, a form shall be processed through channels by the Employee who is to use the Union Time Pool. The form shall be provided by the City and shall be signed by the President or designee. The form must be processed so that a copy signed by the President or designee and the department head or designee shall be given to the Human Resources Office a minimum of three (3) calendar days prior to the time the Employee has been authorized to use the time pool. It is understood that on rare occasions the three (3) day time limit may not be met. The President or his designee, within one (1) calendar week from use of said time, shall forward an explanation to the Director of Human Resources as to why the three day rule was not met.

SECTION 4. In all cases, the employee shall be released from duty on Union Time Pool only if the needs of the Department permit, but such release shall not be unreasonably denied. If, because of the needs of the Department, an Employee cannot be released at the time desired, the Union may request consideration to be given to an alternate.

SECTION 5. The Union Time Pool hours shall be used on a dollar for dollar basis for Union business only. In reporting an Employee's absence as a result of utilizing the Union Time Pool, his/her daily attendance records shall reflect "UTP-Union Time Pool Leave With Pay".

ARTICLE 24

PART-TIME EMPLOYEES

SECTION 1. The City shall notify the Union as to the creation of new part-time positions within the City.

SECTION 2. The Union shall have the right to discuss matters pertaining to part-time Employees with the City Manager of his/her designee.

SECTION 3. The City will advise the Union of any substantial scheduling changes in the hours of part-time Employees prior to those changes taking effect.

SECTION 4. Employees who meet certain eligibility requirements determined by the City will receive a life insurance benefit one time their annual salary up to \$100,000.

SECTION 5. The City will grant increases to regular part-time employees in accordance with Appendix CB.

SECTION 6. Effective October 1, 2018, October 1, 2019 and October 1, 2020, employees who are employed on that respective date shall receive a cost of living adjustment equal to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve month change from August of the prior year to the August of the year of the COLA based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than three percent (3%), the pay increase will be three percent (3%). If the CPI is ~~negative~~ less than two percent (2%), the pay increase will be two percent (2%) employees will not receive a pay increase.

~~Effective October 1, 2014, the part-time pay plan shall be increased by an amount equal to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve month change from August 2013 to August 2014 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than two percent (2%), the pay plan will increase by two percent (2%). If the CPI is negative, the pay plan will not be modified.~~

~~SECTION 7. Effective October 1, 2015, the part-time pay plan shall be increased by an amount equal to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve month change from August 2013 to August 2014 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the CPI is more than two percent (2%), the pay plan will increase by two percent (2%). If the CPI is negative, the pay plan will not be modified.~~

~~SECTION 8. Effective October 1, 2016, the part-time pay plan shall be increased by an amount equal to the change in the CPI which amount will be rounded to the closest tenth of a percentage. The CPI that will be used is the twelve month change from August 2013 to August~~

1 ~~2014 based on the CPI for All Urban Consumers for the Miami-Fort Lauderdale Area (all items~~  
2 ~~index) published by the U.S. Department of Labor Bureau of Labor Statistics. However, if the~~  
3 ~~CPI is more than two percent (2%), the pay plan will increase by two percent (2%). If the CPI is~~  
4 ~~negative, the pay plan will not be modified.~~

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ARTICLE 25

OUTSIDE EMPLOYMENT

The provisions of this Article, state law and City Ordinance pertaining to outside employment shall be administered as follows:

SECTION 1. No Employee may hold any employment or contract with any business entity or agency subject to the regulation of or doing business with the Employee's department. Neither may an Employee hold any employment or contractual relationship which will pose a recurring conflict between his/her private interests and his/her public duties or would impede the full and faithful discharge of his/her public duties.

SECTION 2. In the event of an officially declared emergency by the City Manager, all Employees covered by this contract are subject to immediate recall.

SECTION 3. Employees wishing to commence outside employment shall follow the process set forth below:

A. All bargaining unit members holding outside employment shall submit to the City Manager, via Human Resources, on a form prescribed by the City, an explanation of outside employment held, including general description of work, city where outside work is located, and hours of work.

B. The City Manager or his/her designee shall analyze such explanation and within 30 working days after receipt thereof notify the Union ~~Executive Board~~Business Representative as to whether the City Manager's office believes that a potential conflict of interest exists.

C. In the event the City Manager determines that a conflict exists, the City Manager shall notify the Union and the affected Employee of the fact that such a conflict has been determined.

D. The Employee shall have the right to meet with the City Manager or representative pertaining to such outside employment. The employee shall have the right to have a union representative present.

E. The City Manager shall have the right to direct the Employee to discontinue such outside employment and document in writing the reasons for his/her decision.

SECTION 4. An Employee shall have the right to grieve the City Manager's decision regarding such outside employment through the grievance/arbitration procedure contained in this contract.

ARTICLE 26

DRUG FREE WORK PLACE

SECTION 1. The City may require any Employee to submit to a drug or alcohol test when it has a reasonable suspicion that the Employee to be tested is under the influence of or using illegal drugs, narcotics or alcohol. The term “reasonable suspicion”, for the purposes of this policy, shall be defined as follows:

- A. Aberrant or unusual on-duty behavior of an Employee.
- B. Behavior which is a recognized and accepted symptom(s) of intoxication or impairment caused by controlled substances.
- C. The behavior is not reasonably explained as resulting from causes other than the use of controlled substances.

SECTION 2. Behavior described in Paragraph A, B and C above must be personally observed by an Employee’s immediate supervisor or other supervisor reporting the behavior. The Employee will be offered an opportunity to offer explanation to the recommending Supervisor prior to being ordered to take the drug test. No drug testing will be conducted without the written approval of the department head or his/her designee and either the City Manager or his/her designee. Said approval shall indicate who is to be tested and why the test was ordered, including the specific objective facts constituting reasonable suspicion. A copy of this document shall be provided to the Employee.

SECTION 3. The City may require an Employee who has been involved in an accident and/or suffered an injury while on duty to submit to a drug and/or alcohol test. For purposes of this Section, “injury” is defined as any condition which requires professional medical attention.

SECTION 4. The City may require an Employee who is issued an arrest warrant or is arrested for off-duty conduct that brings discredit to the City or related to an Employee’s position to submit to a drug and/or alcohol test.

SECTION 5. Refusal to submit to drug testing pursuant to the procedures outlined in this Article after being ordered to do so may result in disciplinary action, up to and including termination.

SECTION 6. The following procedures shall apply to the blood and urine tests administered to Employees:

- A. The City may request urine and/or blood samples. The Employee may, at his/her sole option and expense, upon request receive a blood test in addition to a urine test if none was ordered.
- B. The test shall be performed at a reputable hospital or laboratory certified by the State of Florida as a medical laboratory, or a certified mobile provider which complies with the scientific and technical guidelines for federal drug testing programs and the standards for certification of laboratories engaged in urine drug testing for federal agencies issued by the

1 Alcohol, Drug Abuse and Mental Health Administration of the U.S. Department of Health and  
 2 Human Services and comply with applicable Florida Statutes.

3 C. Urine and/or blood specimens shall be drawn or collected at a laboratory,  
 4 hospital, doctor's office or medical facility. A Union representative shall be allowed to  
 5 accompany the Employee, if requested, to the test and observe the collection of the specimen.  
 6 If the City or the laboratory requires an observer when the urine specimen is given, the observer  
 7 shall be of the same sex as the Employee being tested. All specimen containers and vials shall  
 8 be sealed with evidence tape and labeled in the presence of the Employee and the Union  
 9 representative, if available.

10 D. At the time the urine specimen or blood samples are collected, two (2) samples  
 11 shall be taken. In the event that an Employee's test results are positive, a second test using the  
 12 second sample, different from the first may be conducted at a laboratory of the Employee's  
 13 choosing at the Employee's option and expense to verify the results. If the second test is negative,  
 14 the Employee will be reimbursed by the City for the cost of the second test. The failure of the  
 15 Union or the Employee to have a second test performed or present the results to the City shall not  
 16 be used against the Employee as a basis for discipline and shall not be introduced or referred to in  
 17 any arbitration or appeal proceeding. After considering the results of the second test, if any, the  
 18 City may take such disciplinary action as is appropriate pursuant to this Agreement. Such  
 19 disciplinary action may include referral to a substance abuse program or Employee Assistance  
 20 Program for assessment, counseling and referral for treatment and rehabilitation as appropriate.

21 E. The results of urine and blood tests performed hereunder will be held confidential to  
 22 the extent permitted by law. Tests shall be performed for the presence of alcohol, non-prescribed  
 23 controlled substances, chemical adulteration and/or narcotic drugs.

24 F. Tests shall be conducted using recognized technologies and recognized testing  
 25 standards. The following standards shall be used to determine what level of detected substances  
 26 shall be considered as positive in urine specimens:

27	<b>Substance/Drug</b>	<b>Screening Test</b>	<b>Confirmation</b>
28	Amphetamines	<u>1000 ng/mL</u>	<u>500 ng/mL</u>
29	Barbiturates	<u>300 ng/mL</u>	<u>150-200 ng/mL</u>
30	Benzodiazepines	<u>300-200 ng/mL</u>	<u>150-200 ng/mL</u>
31	Cocaine	<u>300-150 ng/mL</u>	150 ng/mL
32	Cannabinoids (Marijuana)	50 ng/mL	15 ng/mL
33	Methadone	300 ng/mL	150 ng/mL
34	Methaqualone	300 ng/mL	150 ng/mL
35	Opiates	2000 ng/mL	2000 ng/mL
36	Codeine	<u>2000 ng/mL</u>	<u>2000 ng/mL</u>
37	Morphine	<u>2000 ng/mL</u>	<u>2000 ng/mL</u>
38	Hydrocodone	<u>500 ng/mL</u>	<u>100 ng/mL</u>
39	Hydromorphone	<u>500 ng/mL</u>	<u>100 ng/mL</u>
40	Oxycodone	<u>100 ng/mL</u>	<u>100 ng/mL</u>
41	Heroin	<u>750 ng/mL</u>	<u>10 ng/mL</u>
42	(Heroin, Morphine, Codeine)		

1	Phencyclidine (PCP)	25 ng/mL	25 ng/mL
2	Propoxyphene	300 ng/mL	150 ng/mL
3	Alcohol (Ethanol)	0.04g/dl	0.04g/dl

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5 Samples will also be tested for the following adulterants that may impact the results of  
6 drug tests:

8	<u>Creatinine (CR)</u>	<u>0-200 mg/dl</u>
9	<u>Nitrite (NI)</u>	<u>0-5.0</u>
10	<u>Oxidants/Bleach (OX)</u>	<u>positive</u>
11	<u>ph (PH)</u>	<u>4-9</u>
12	<u>Specific Gravity (SG)</u>	<u>1.005-1.025</u>

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14 If specific gravity is low, a second test with a second specimen will be conducted  
15 between 1-2 hours later.  
16 (blood specimen)

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19 The levels used will be same as those set by the Federal Government CDL Program.  
20 As those levels change so will the levels in this contract. Levels found below those set  
21 above shall be determined as negative indicators. Tests for other non-presented  
22 controlled substances will be in accordance with federal government screening and  
23 confirmation standards.

24 G. A Certified Medical Review Officer (MRO) will review all negative and confirmed  
25 positive laboratory results. Positive results will be communicated to the City's designated  
26 human resources professional after the MRO or Human Resources has ascertained that  
27 personal prescriptions or other legal substances do not account for the laboratory findings.  
28 Investigations may include, as appropriate, telephone contact with the employee and any  
29 prescribing physician. Employees may consult the City appointed MRO concerning drugs  
30 and/or drug groups that may be tested for under this procedure.

31 H. The Employee shall be presented with a copy of the laboratory report of all  
32 specimens which were tested.

33 I. At the conclusion of the drug testing, in the event a positive test is indicated and  
34 disciplinary action is taken, the Employee may grieve such discipline through the contractual  
35 grievance arbitration procedure.

36 J. Employees who seek voluntary assistance for alcohol and substance abuse  
37 through the Employee Assistance Program may not be disciplined for seeking such assistance.  
38 Request from Employees for such assistance shall remain confidential to the extent permitted by  
39 law and shall not be revealed to other Employees or officers without the Employee's consent.  
40 Employees enrolled in substance abuse programs as outpatients, shall be subject to all City rules,  
41 regulations and job performance standards. Requests to enter the EAP does not preclude the city  
42 from administering a drug and alcohol test.

ARTICLE 27

CIVIL SERVICE RULES

The parties agree to be governed by, accept and operate under the City’s current Civil Service Ordinance. This Article shall not apply to bargaining unit members assigned to the Police Department.

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ARTICLE 28

WORKER'S COMPENSATION

The parties agree to be governed by, accept and operate under the City's current Worker's Compensation Ordinance.

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ARTICLE 29

EDUCATIONAL ASSISTANCE

SECTION 1. Employees are eligible for monetary reimbursement for any eligible training or educational programs. Eligible training and educational programs are programs that, in the judgment of the Employee's Department Head, Human Resources Director and City Manager are directly related to the Employee's current position and will improve the Employee's performance of that position. Examples include vocational/technical coursework, adult education coursework, and degree-related undergraduate and graduate coursework that are within an approved degree or certification program. Other requests for training and educational programs will be given consideration for monetary reimbursement. Employees may seek reimbursement for coursework not related to the Employee's duties; however, reimbursement shall be at a reduced rate as set forth in Section 5 of this Article.

SECTION 2. The City's educational assistance program applies only to regular Employees who have completed ~~at least a six (6) their month~~ probationary period for the Employee's current position. Employees are not eligible for reimbursement for any courses registered for during the Employee's probationary period or prior to being employed by the City. In addition, an Employee is required to complete one year of service with the City after completion of any course for which reimbursement is received or the Employee shall reimburse the City for all tuition reimbursement received under this Program. The City Manager may waive the City's right to reimbursement.

SECTION 3. An Employee seeking tuition reimbursement shall complete the City of Lauderhill Request for Educational Assistance form. The City will not reimburse an Employee unless the Employee has received the approval of the Employee's Department Head, the Human Resources Director, and the City Manager.

SECTION 4. The City will reimburse Employees only for courses taken at an accredited institution. Accredited institutions are:

1. Schools operated by the State of Florida, or
2. Schools licensed by the Florida Department of Education, Board of Independent Colleges and Universities, or the Board of Independent Post-Secondary Vocational Technical/Trade and Business Schools.

SECTION 5. The City will reimburse Employees for tuition only at the rates currently established by either a State of Florida University or Community College. Employees choosing to attend an accredited private college will not be reimbursed in an amount greater than the rates established by either a State of Florida University or Community College. In addition, the amount of reimbursement will be adjusted if the Employee receives financial aid from any other sources including, but not limited to, grants, scholarships, veterans' benefits or vouchers. Employees seeking reimbursement for coursework which is not job-related will be reimbursed at fifty percent (50%) of the tuition rates currently established by either a State of Florida University or Community College unless the Employee's Department Head and the City Manager

1 determines that the course is relevant to an approved degree program. On a case-by-case  
2 basis, to be determined by the City Manager, employees may be allowed to take a maximum of  
3 two (2) online classes if it is a part of the degree program. Online courses that are job applicable  
4 will be reimbursed at 50% of the tuition rates currently in effect by either a State of Florida  
5 University or Community College. Online courses that are not applicable to your job will be  
6 reimbursed at 25% of the tuition rates currently in effect by either a State of Florida University or  
7 Community College. Online classes will not be allowed for technical courses.

8 SECTION 6. An Employee will be eligible for reimbursement only if the Employee receives  
9 either (1) a grade of C or better for undergraduate courses or (2) a grade of B or better for  
10 graduate or doctorate level courses. Grades issued as PASS/FAIL will be reviewed on a case  
11 by case basis to determine eligibility for reimbursement. Employees that receive an incomplete  
12 will only be reimbursed upon receipt of a grade qualifying the Employee for reimbursement.  
13 Employees are not eligible for reimbursement for any courses where the Employee withdraws  
14 from or drops the course.

15 SECTION 7. The City's educational assistance program is subject to funding limitations,  
16 including a cap on the amount of tuition an Employee may receive during any fiscal year.  
17 Reimbursement shall not be made for amounts in excess of the cap. Due to funding limitations,  
18 applications that are not processed before the beginning of classes may not be fully reimbursed  
19 for eligible tuition amounts.

20 SECTION 8. No fees, other than those set forth above, will be paid for by the City. However,  
21 where the best interest of the City is served by seminars, conferences or similar educational  
22 programs approved by the Department Head and City Manager or designee, actual registration  
23 fees ad book costs may be borne by the City.

24 SECTION 9. The Employee's Department Head may adjust the scheduled hours of any  
25 Employee to accommodate the Employee's attendance at an appropriate university, college or  
26 certification program offered only during the Employee's normally scheduled hours so long as  
27 the Employee continues to work the required number of hours each work week.

28 SECTION 10. The City's determinations with regard to this Article are not grievable nor  
29 arbitrable.

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TERMS OF AGREEMENT

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This Agreement shall become effective after ratification by majority vote of the bargaining unit Employees and after ratification by the City Commission. Article 19 "Wages" shall be the only article in the Agreement to be applied retroactively to October 1, 2018~~4~~. This Agreement only benefits employees who are employed with the City on the date the Commission approves the Agreement unless otherwise noted in the Agreement. This Agreement shall continue in full force and effect until 11:59 p.m., September 30, 20~~21~~~~17~~. The City may reopen the Agreement at any point during its term to engage in negotiations concerning the potential reclassification of bargaining unit employees based on the results of a salary survey currently being conducted by the City and to engage in negotiations concerning any increase in cost to the City of health insurance coverage brought about by the Affordable Care Act.

SIGNATURE PAGE

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Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and between the respective parties through an authorized representative of the Union and by the City Manager of the City.

ATTEST:

\_\_\_\_\_  
Staff Representative  
~~Florida State Lodge, FOP, Inc. Teamsters Local~~  
769

ATTEST:

\_\_\_\_\_  
President, ~~FOP Lodge 161A~~Teamsters

Local 769

ATTEST:

Charles Faranda  
City Manager  
City of Lauderdale

Approved as to form:

\_\_\_\_\_  
Special Labor Counsel  
Brett J. Schneider

\_\_\_\_\_  
City Attorney  
Earl Hall