

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF LAUDERHILL AND TEAMSTER LOCAL 769**

This Memorandum of Understanding is entered into this \_\_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 2020 by and between the City of Lauderhill, Florida (the “City”) and Teamsters Local 769 (the “Union”). The City and the Unions are collectively referred to as the “Parties.”

**WHEREAS**, the Parties are subject to Collective Bargaining Agreements for the period of October 1, 2018 to September 30, 2021 (“CBAs”), which set forth the terms and conditions of employment of a bargaining unit of the City’s general employees;

**WHEREAS**, the current global health pandemic caused by COVID-19 is anticipated to have a significant negative impact on the City’s revenues;

**WHEREAS**, the City has represented that it needs to reduce expenses, including payroll expenses, in order to address the anticipated revenue losses;

**WHEREAS**, rather than layoff bargaining unit employees at a time when unemployment is high and it will be difficult for such employees to obtain new employment, the City has expressed its desire to implement a furlough program as set forth herein in order to reduce payroll expenses;

**WHEREAS**, the Unions, in good faith, and in the interest of providing the City financial relief, are amenable to the City’s implementation of a furlough program for fiscal year 2021, to be implemented and administered on the same terms and conditions that the City intends to impose upon personnel who are not subject to collective bargaining;

**NOW, THEREFORE**, the Parties agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. During fiscal year 2021 (i.e., October 1, 2020 through September 30, 2021), bargaining employees will be subject to eight (8) furlough days as follows:
  - a. Of the eight furlough days, six have been scheduled on the following days: November 12, 2020, November 24, 2020, December 22, 2020, January 4, 2021, May 27, 2020<sup>1</sup> and July 1, 2021. The other two furlough days will be on days selected by bargaining unit members, and approved by the City.
  - b. On the designated furlough days, impacted bargaining unit members will not work, nor will they be paid for the time. .

- c. Employees are prohibited from using paid leave to make up the difference between their furlough salary and their regular pre-furlough salary.
- d. Bargaining unit employees holding positions in work groups that must provide service 24 hours per day, 7 days per week (e.g., Police Communication Operators) will not be impacted by the furlough.
- e. Should any employee be recalled to work on a scheduled furlough day, he/she shall be paid for all hours worked on that furlough day at time and one-half of their regular hourly rate, and shall not be assigned a replacement furlough day.
- f. The occurrence of a furlough day will not impact employees' leave accruals or holiday pay.

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

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

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

**CITY OF LAUDERHILL**

**TEAMSTERS LOCAL 769**

By: \_\_\_\_\_  
Desorae Giles-Smith  
City Manager

By: \_\_\_\_\_  
Josh Zivolitch  
President

By: \_\_\_\_\_  
Andy Madtes  
Business Agent