



# **AGREEMENT**

*BETWEEN*

**FEDERATION OF PUBLIC EMPLOYEES**

*AND*

**THE CITY OF  
POMPANO BEACH  
FLORIDA**

**OCTOBER 1, 2021 ~~2020~~ TO SEPTEMBER 30, 2024  
~~2021~~**

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## AGREEMENT

SECTION 1: This Agreement is entered into by and between the CITY OF POMPANO BEACH, FLORIDA, with principal offices at City Hall, Pompano Beach, Florida, hereinafter referred to as the "City", and the FEDERATION OF PUBLIC EMPLOYEES, a Division of the National Federation of Public and Private Employees, AFL-CIO, affiliated with District No. 1 - MEBA, (AFL-CIO), hereinafter referred to as the "Federation". This Agreement shall be effective when properly ratified by the City and the Federation and shall remain in force and effect through September 30, 2024 ~~2021~~.

SECTION 2: Throughout this Agreement, masculine gender pronouns shall be read to include the feminine gender where appropriate.

PREAMBLE

WHEREAS, the parties hereto have established a basic understanding relative to the terms and conditions of employment of the employees of the City; and

WHEREAS, it is the intent and desire of the parties to this Agreement to work harmoniously and to promote and maintain efficient and cordial relations between the City and the Federation which will serve the best interest of all concerned; and

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety, protection and comfort of the citizens of Pompano Beach; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of these services; and

WHEREAS, since both parties recognize this mutual responsibility they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility;

NOW, THEREFORE, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason thereof, and said parties hereby agree as follows:

ARTICLE 1

RECOGNITION

SECTION 1: The City hereby recognizes the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO, affiliated with District 1 - MEBA, (AFL-CIO), as sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and conditions of employment for those employees of the City working within the unit certified by the Public Employees Relations Commission and any other inclusions or exclusions mutually agreed to by the parties.

SECTION 2: As of the date of this Agreement, those employees in the following classifications are considered to be part of the bargaining unit as may be approved or modified by the Public Employees Relations Commission (position classifications are listed in class code order):

<u>JOB TITLE</u>	<u>CODE</u>	<u>GRADE</u>
OFFICE ASSISTANT I	110	<del>45</del> 16
OFFICE ASSISTANT II	112	<del>47</del> 18
SECRETARY I	125	<del>47</del> 18
SECRETARY II	126	<del>48</del> 19
CASHIER	138	16
HEAD CASHIER	140	18
INFORMATION TECH SPECIALIST	163	26
SR. BUSINESS APPLICATIONS ANALYST	164	32
INFORMATION TECH ANALYST	165	28
BUSINESS COMMUNICATION ANALYST	166	30
BUSINESS APPLICATIONS ANALYST	167	30
NETWORK SYSTEMS ANALYST	175	30
SR. NETWORK SYSTEMS ANALYST	176	32
E-PLAN ADMINISTRATOR	177	32
WEB DESIGN DEVELOPER	178	28
BUYER	181	<del>24</del> 22
MATERIAL HANDLING SPEC	185	18
<del>CHIEF MATERIAL HANDL SPEC</del>		
<u>CENTRAL STORES OPERATIONS MANAGER</u>	186	<del>24</del> 28
ACCOUNTING CLERK I	187	15

ACCOUNTING CLERK II	190	16
ACCOUNTING CLERK III	191	18
RECORDS TECHNICIAN	195	15
CUSTOMER SERV REPRESENT	238	17
ASST CUSTOMER SERV MGR	239	<del>21</del> <u>26</u>
ZONING TECHNICIAN	241	24
BUSINESS TAX TECHNICIAN	242	18
PLANS COORDINATOR	243	20
PERMIT TECHNICIAN SUPPORT	244	24
BUSINESS TAX INSPECTOR	245	24
PERMIT EXPEDITER	251	19
PLANNER	273	26
SERVICE WORKER I	300	17
SERVICE WORKER II	301	18
SERVICE WORKER III	302	19
SERVICE WORKER IV	303	<del>20</del> <u>21</u>
<del>SAND AND SPURS ATTENDANT</del>	<del>304</del>	<del>17</del>
CUSTODIAN	315	<del>15</del> <u>16</u>
PEST CONTROL WORKER	317	21
MESSENGER	320	<del>15</del> <u>16</u>
NURSERY TECHNICIAN	325	20
IRRIGATION TECHNICIAN	327	20
MECHANIC I	330	20
MECHANIC II	331	22
MECHANIC III	332	23
GOLF CART MECHANIC	335	21
RECYCLING SPECIALIST	350	22
HEAVY EQUIPMENT OPERATOR	360	21
HEAVY EQUIPMENT OPERATOR/MECHANIC	365	22
PRINTING TECHNICIAN	387	22
<del>WATER METER READER</del>	<del>400</del>	<del>17</del>
FIELD SERVICE REPRESENTATIVE II	405	19
FIELD SERVICE REPRESENTATIVE I	406	18
UTILITIES SYSTEM TRAINEE	421	17
UTILITIES SYSTEM OPERATOR I	422	18
UTILITIES SYSTEM OPERATOR II	423	19
UTILITIES SYSTEM OPERATOR III	424	<del>20</del> <u>21</u>
UTIL TREATMENT PLANT TRAINEE	435	<del>20</del> <u>21</u>
UTIL TREATMENT PLANT OPER I	440	<del>22</del> <u>23</u>
UTIL TREATMENT PLANT OPER II	441	<del>23</del> <u>24</u>
LIFT STATION OPERATOR II	450	23
LIFT STATION OPERATOR I	455	20

WATER PLANT MECHANIC	465	23
METER TECHNICIAN	467	20
TV EQUIPMENT OPERATOR	468	21
BACKFLOW TECHNICIAN	469	21
FIELD SAMPLING SPECIALIST	471	22
ANALYTICAL/QA SPECIALIST	473	25
CUSTOMER SERV FOREMAN	502	20
UTILITIES SYSTEM FOREMAN	504	23
IRRIGATION FOREMAN	505	23
ATHLETIC FACILITIES MAINTENANCE FOREMAN	506	22
<del>FACILITIES MAINTENANCE FOREMAN</del>		
<u>FACILITIES MAINTENANCE SUPERVISOR</u>	507	22
AIRPARK MAINTENANCE FOREMAN	508	22
ENGINEERING TECHNICIAN	608	24
LANDSCAPE INSPECTOR	610	24
ENGINEERING INSPECTOR II	619	28
ENGINEERING INSPECTOR I	621	26
PUBLIC WORKS INSPECTOR	623	24
ENGINEERING FIELD TECHNICIAN	624	27
CHIEF BLDG INSPECTOR	631	31
BLDG PLANS EXAMINER	632	29
BLDG FIELD INSPECTOR	633	27
UTILITIES MECHANIC	667	25
UTILITIES ELECTRICIAN	669	25
ELECTRICIAN	670	25
CARPENTER	671	22
PAINTER	672	22
PLUMBER	673	22
MASON	674	22
SENIOR ELECTRICIAN	675	27
WELDER	676	23
SOLID WASTE INSPECTOR	678	23
TRAFFIC SIGN TECHNICIAN	695	18
CHIEF TRAFFIC SIGN MECHAN	696	22
GENERAL TRADES MECHANIC	697	20
GOLF CART ATTENDANT	902	17
GOLF STARTER	910	14
POOL LIFEGUARD	918	17
OCEAN RESCUE LIFEGUARD	920	19
LIFEGUARD LIEUTENANT	923	21
OCEAN RESCUE LIEUTENANT	924	23
BUS DRIVER	927	45 16





ARTICLE 2

REPRESENTATION OF THE EMPLOYEE ORGANIZATION

SECTION 1: The membership of the Federation shall be represented by its authorized business representatives. It shall be the responsibility of the Federation to notify the City Manager in writing of any change in the designation of its authorized business representatives subsequent to the execution of this Agreement.

SECTION 2: It is agreed and understood that for the purpose of collective bargaining negotiations with the City, the Federation shall be represented by its authorized business representatives and appointed delegates.

## ARTICLE 3

### GRIEVANCE PROCEDURE

SECTION 1: Any claim by an employee, group of employees, or the Federation, at the request of a group of employees, that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement, or any rule, order, or regulation of the City and/or any other condition of employment deemed to be in violation of the Agreement may be processed as a grievance as is hereinafter provided. Nothing in this Article shall be construed to prevent any employee from presenting, at any time, his own grievance in person or by legal counsel, to the City, and having such grievance adjusted without the intervention of the Federation, if the adjustment is not inconsistent with the terms of this Agreement. However, application to this procedure shall foreclose the grievant from appealing to any other available procedure or vice-versa.

SECTION 2: In the event that an employee believes there is a basis for a grievance, he shall first discuss promptly the alleged grievance with the immediate supervisor either personally or if he prefers, accompanied by a Federation representative, within ten (10) working days of the date on which the employee could reasonably have known of the occurrence of the event giving rise to the alleged grievance.

SECTION 3: If, as a result of the informal discussion with the immediate supervisor, an alleged grievance still exists, the following formal grievance procedure may, at the option of the grievant, be invoked through the Federation within five (5) working days of the informal discussion, on the form set forth in Appendix "A", signed by the grievant and a representative of the Federation, which form shall be available from the department of personnel or the Federation.

STEP 1: Within the time frame set forth above, a grievant may submit to his immediate supervisor, a copy of the grievance on the grievance form contained in Appendix "A". Within five (5) working days of receipt of the grievance, the immediate supervisor shall meet with the grievant and/or his Federation representative in an effort to resolve the grievance. The immediate supervisor shall indicate the disposition of the grievance in writing within five (5) working days after such meeting and shall furnish a copy thereof to the Federation.

STEP 2: If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the Department Head and/or his designee within five (5) working days of the disposition or expiration of the time limit. Within five (5) working days the Department Head or his designee shall meet with the grievant and/or his Federation representative and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Federation.

STEP 3: If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the specified time limit, the grievance shall be submitted to the City Manager and/or his designee within five (5) working days of the disposition or expiration of the time limit. Within five (5) working days the City Manager or his designee shall meet with the grievant and/or his Federation representative and shall indicate the disposition of the grievance in writing within five (5) working days of such meeting and shall furnish a copy thereof to the Federation.

STEP 4: If the grievant is not satisfied with the disposition of the grievance by the City Manager or his designee, or if no disposition has been made within the specified time limit, the grievance may be submitted by the Federation with the consent of the grievant, to arbitration before an impartial arbitrator within twenty (20) working days of the date of disposition at Step 3, or the expiration of the time limit, whichever occurs first. If the parties cannot agree as to the arbitrator within five (5) working days from the notification date that arbitration will be pursued, the arbitrator shall be selected from a list submitted by the Federal Mediation and Conciliation Service in accordance with its rules, which rules shall likewise govern the arbitration proceedings. Either party may reject up to two (2) entire FMCS panels. The parties agree that the award of the arbitrator shall be final and binding. Any member action resulting in a formal written warning such as an Order of Disciplinary Action (ODA) or written warning memo (this excludes disciplinary actions resulting in any suspension or termination), shall not be subjected to the procedures of Step 4 and the final disposition of the grievance shall be determined at Step 3 as described above.

SECTION 4: The cost for the services of the arbitrator shall be paid by the losing party. In case of a split award, the fees and expenses of arbitration shall be shared equally. Either party desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts. Each party shall be responsible for any additional expense it chooses to incur.

SECTION 5: The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. The City agrees to initiate all disciplinary actions as

soon as possible after the incident and shall endeavor to act in a timely manner regarding disciplinary actions.

SECTION 6: Adjustment of any grievance as described herein shall not be inconsistent with the provisions of this Agreement.

SECTION 7: Any settlement of a grievance shall be limited retroactively to a period not to exceed ten (10) working days prior to the date such grievance was put in writing.

SECTION 8: The arbitrator shall be prohibited from modifying, changing, adding to or subtracting from the terms of this Agreement or any supplementary written approved amendment entered into mutually by the parties. Any case appealed to the arbitrator on which he has no power to rule shall be referred back to the parties without decision.

SECTION 9: The parties agree that the settlement of any grievance by the parties prior to the rendition of a decision by an arbitrator shall not constitute an admission that the contract has been violated nor shall such settlement constitute a precedent for the interpretation or application of the provisions of the Agreement.

SECTION 10: Nothing in this Article shall require the Federation to process grievances for employees who are not members of the Federation.

SECTION 11: Federation on-site representatives involved in the representation of the grievance shall be allowed to attend meetings when scheduled on the on-site representative's working hours. To the greatest extent possible, grievance meetings shall be held immediately before or after the employee's regular work shift.

SECTION 12: Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, et seq., it is mutually acknowledged and agreed that this collective bargaining

agreement shall be administered within the amounts appropriated by the City Commission for funding of the collective bargaining agreement. Accordingly, and notwithstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining agreement to result in, obligate, or cause the City to have or bear any exposure, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Commission for the funding of this collective bargaining agreement as agreed upon by the parties. Any such award, which contravenes or is not in compliance with the provisions of this paragraph, shall be null and void.

SECTION 13: In the case of discharge, the grievance may proceed directly to STEP 3 of the grievance procedure.

SECTION 14: Any and all items challenged under the provisions of the grievance procedure shall not be placed in the employee's official personnel file until the grievance has been resolved up to and including an arbitration decision.

SECTION 15: In cases involving suspension, the City agrees to hold serving of the suspension in abeyance until the City Manager, or designee has rendered an opinion at step three (3)

ARTICLE 4

MANAGEMENT RIGHTS

SECTION 1: The management and the operation of the City and all of its departments rest exclusively with the City. The City has the unilateral right, subject to the limitations of this Agreement to exercise its management rights. Those rights include, but are not limited to, the following:

1. Discipline or discharge for just cause;
2. Direction and supervision of all personnel;
3. The hiring, assignment and/or transfer of employees to shifts, stations, locations, hours, duties, etc;
4. Determination of the mission and objective of the City;
5. Determination of the methods, means and number of personnel needed to carry out the City's mission and objectives, including, but not limited to, the determination of the number and qualifications of personnel to be assigned at each location, and to carry out each duty.
6. Introduction of new, improved or different methods facilities, or equipment;
7. Scheduling of operations, shifts, and work days including, but not limited to, starting and ending times, the number of hours to be work, and the duration of the work day and work week;
8. Determine the standards of service to be offered by the City;



9. Determine the standards of selection for employment and to set the starting salary of employees to any salary falling within the salary range of the classification of the position the employee is being hired into, and this decision shall be subject to the grievance procedure up to Step 3 as contained in Article 3;
10. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
11. Layoff and/or relieve its employees from duty because of lack of work or for other reasons deemed appropriate by the City;
12. Formulate, establish, amend, revise and implement policies, procedures, programs and/or rules and regulations;
13. Require employees to observe and obey the City's policies, procedures, programs and/or rules and regulations;
14. Maintain the efficiency of governmental operations;
15. Determine the methods, means and personnel by which the City's operations are to be conducted;
16. Establish and revise or discontinue policies, programs and procedures, and/or rules and regulations in order to meet changing conditions and to better serve the needs of the public;
17. Determine the content of job classifications;
18. Exercise complete control and discretion over its organization and the technology of performing its work;

19. Fulfill all of its legal responsibilities;
20. Change, alter or amend practices and working conditions not specifically guaranteed in this Agreement;
21. Classify and reclassify employees and positions;
22. Merge, consolidate, subcontract, expand, or close any function and/or Department covered by this Agreement or expand, reduce, alter, combine, assign or cease any job.

SECTION 2: The City agrees to furnish the Federation with a job description for each represented job classification when requested by the Federation.

SECTION 3: The above rights are not all-inclusive but indicate the type of matters or rights, which belong to and are inherent in the City in its general capacity as management. If the City fails to exercise any one or more of the above rights and functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such rights and functions. Any right or function of the City not specifically relinquished by the City in this Agreement shall remain with the City.

SECTION 4: No provision of this Agreement shall be construed to prohibit the City from unilaterally complying with all federal, state and local laws, with all judicial requirements, with the City's affirmative action plan, and with the City's consent decree with the United States Department of Justice.

SECTION 5: Any of the rights, powers, authority and privileges that the City had prior to the signing of this Agreement are retained by the City except those specifically relinquished by the City in this Agreement.

SECTION 6: The Federation recognizes that in consideration of the commitments assumed by the City in this Agreement, the City has, among others, the right to require of all employees efficient and courteous service in the performance of their duties.

SECTION 7: The Federation agrees that its officers, agents and members shall not oppose or interfere directly or indirectly with the legitimate or reasonable efforts of the City to train employees to improve their skill and ability, to make operational improvements, to maintain reasonable and proper discipline and efficiency, and to realize economics in the operation of the City and its departments.

SECTION 8: The above rights, responsibilities and prerogatives are inherent in the City Commission and the City Manager by virtue of statutory and Charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

SECTION 9: Any and all discipline shall be implemented as soon as practical.

## ARTICLE 5

### EMPLOYEE RIGHTS/NON-DISCRIMINATION

SECTION 1: The parties agree not to interfere with the right of any employee to become a member of the Federation; withdraw from membership from the Federation; or refrain from becoming a member of the Federation.

SECTION 2: Both the City and the Union oppose discrimination on the basis of age, race, creed, color, national origin, sex, disability and religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the federal government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

SECTION 3: This Article will not prevent the Federation from not processing grievances of non-members.

SECTION 4: The grievance procedure set forth in Article 3 of this Agreement is provided to cover presentation and adjustment of disagreements and to assure members of the Federation that grievances will be considered in a fair and rapid manner and without reprisal. Neither the City nor the Union shall interfere with the members' right to file or not to file a grievance.

ARTICLE 6

NO STRIKES

SECTION 1: The Federation agrees that under no circumstances shall there be any strike, sympathy strike, picketing in furtherance of work stoppage, sit-down, stay-in, slowdown, work stoppages, boycott or any concerted failure or refusal to perform assigned work or any part of assigned duties by the employees covered under this Agreement.

SECTION 2: Any employee who participates in or promotes a strike, sympathy strike, picketing in furtherance of a work stoppage, sit-down, stay-in, slowdown, work stoppage, boycott or concerted failure or refusal to perform assigned work or any part of any assigned duties may be disciplined or discharged by the City, and the sole and exclusive jurisdiction to review such discipline or discharge shall be as provided in the contract Grievance Procedure; provided only the question of whether the employee did in fact participate in, support, encourage or promote such action shall be subject to the Grievance Procedure.

ARTICLE 7

FEDERATION BUSINESS

SECTION 1: No employee covered by this Agreement, unless otherwise provided herein, will engage in any activity not directly related to City business (including, but not limited to union activity) during working hours. Any employee who violates this provision is subject to disciplinary action.

SECTION 2: The Federation agrees that there shall be no solicitation of City employees for membership in the Federation; signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of Federation or affiliated Federation literature, or any other solicitation activity of the Federation on City time and during the working hours of City employees; provided, however, that this SECTION shall not be construed to prohibit the distribution of literature, with the consent of the City (which shall not be arbitrarily or unreasonably withheld), during the employees' lunch period or in those areas which are not specifically devoted to the performance of the employees' assigned duties.

The City agrees that this SECTION shall not be construed to prohibit casual or personal conversation between City employees about the Federation and its activities; provided that this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation.

SECTION 3: The City agrees that a duly designated officer or representative of the Federation shall be permitted, during the employees' non-working hours, to enter upon the City's premises and in those areas which are not devoted to the performance of the employees' duties, for the limited purpose of conferring and consulting with members of the Federation who are City

employees; provided, however, that such officer or representative of the Federation shall, on arrival at the City department or premises, advise the department head or supervisor in charge.

The Federation agrees that all such visits by its officers or representatives shall not cause any work stoppage, work disruption or interfere in any manner with the City's business or departmental operations.

SECTION 4: The City shall provide the Federation with reasonable space and access to departmental bulletin boards in those departments where members of the Federation are employed. All notices or bulletins of the Federation that are to be posted must be submitted to the City Manager for the City, or his duly authorized representative, for approval prior to posting with a copy for the City. There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon City property other than as herein provided.

The bulletin boards, authorized by the City for use by the Federation, may be used by the Federation, under the terms of this Article, only for the purpose of posting the following notices and announcements:

- (a) Notices of Federation meetings;
- (b) Notices of Federation elections;
- (c) Notices of Federation appointments to office;
- (d) Notices of Federation recreational and social affairs;
- (e) Federation Newsletter. Approval of the above-enumerated notices shall be granted by

the City Manager, or his duly authorized representative, unless the material violates the provisions of this Agreement or is harmful to employee labor relations.

Any intentional violation of this provision by the Federation will result in the privilege of such use of the bulletin boards being withdrawn.

SECTION 5:

(a) The City agrees to recognize one (1) designated Chief on-site representative and six (6) other on-site representatives to represent unit employees. The names of the said on-site Federation representatives shall be furnished to the City by the Federation. In the event of a change in the designated on-site Federation representatives, the City will be notified forthwith. The City recognizes the designated chief on-site representative as the spokesman for the other on-site representatives.

(b) Three (3) designated representatives shall be given time off with pay during negotiations to attend negotiations during any subsequent collective bargaining sessions or any modifications to the existing collective bargaining agreement.

(c) Two (2) designated on-site representatives shall be authorized members of the Federation and shall be permitted to participate in all safety meetings. Compensation for compulsory attendance at said safety meetings shall be at the employee's straight time rate of pay.

(d) The City agrees to permit the chief designated on-site representative or his designee to come to City Hall on City time to review the agenda contained in the folders supplied by the City. The said folders shall be deposited in the office of the City Manager.

(e) The City agrees to consider applicants for employment referred by the Federation; and such applicants shall be given equal consideration as all other applicants for employment.

(f) The City agrees to post notices of vacant employment positions on appropriate departmental bulletin boards for seven (7) days before the vacancy is filled.



(1) Notice of all vacancies for a promotional position shall be posted in all work sites and departments.

(2) The notices of vacancies required by this Article shall include the department where applicable in which the opening occurs, the title of the position, the effective date of the opening, qualifications, information concerning the security of and deadline for filing of the application, the pay grade of the vacant position and the person with whom the application is to be filed. All such notices shall be posted no less than seven (7) calendar days before the deadline for filing applications.

(3) The applicants can secure application forms from the Human Resources Department. The application for promotion and/or transfer shall be filed with the Human Resources Department.

SECTION 6. The City agrees to allow up to two union stewards to participate with pay in union sponsored training for up to 16 hours each during the fiscal year.

## ARTICLE 8

### UNION DEDUCTION

SECTION 1: Any member of the Union who has submitted a properly executed Federation deduction card or statement to the City may, by request in writing, have his membership dues, voluntary Union contribution and/or uniform assessments in the Union deducted from his wages. No charge will be made for such deduction(s). Dues monies shall be transmitted to the Union within fifteen (15) days from the date of deduction. If an employee does not have a check due him, or if the check is not large enough to satisfy the deduction, no collection shall be made from the employee for that month.

SECTION 2: If the deduction card is submitted to the City on or before the 10th day of a calendar month, deductions shall commence with the last City pay date of that month. If it is not filed until after the 10th day of the calendar month, deductions will begin with the last City pay day of the following calendar month.

SECTION 3: It shall be the responsibility of the Union to notify the City of any change in the amount of dues monies to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, or special assessments from the wages of any member.

SECTION 4: Any member of the Federation may, at any time, through written notification to the City and the Federation, have the City stop deducting dues from his or her wages. The effective date for such revocation will be thirty (30) days after receipt of such written notice by the City and the Federation.

SECTION 5: The City shall have neither responsibility nor liability for any monies once sent to the Union, nor shall the City have a responsibility or liability for the improper deduction of dues. Further, the Union shall indemnify and hold the City harmless for any and all errors in the administration of the Union dues deduction system.

SECTION 6: Union members wishing to drop from the Union shall provide thirty (30) days advance notice, which needs to be in writing and copied to the Union. Dues deductions shall not cease until the first full pay-period after the 30-day notice has been met.

## ARTICLE 9

### HOURS OF WORK

SECTION 1: The normal workweek, for the purposes of this Agreement, shall be forty (40) hours per seven (7) day work cycle. Except in cases where employees are required to work overtime, employees will be scheduled for two (2) consecutive days off. However, in the Parks and Recreation Department and the Fire Department, the City will continue its current scheduling practices.

SECTION 2: In order to maintain essential public services, the City must reserve the right to have such flexibility in working hours as to properly conduct its operations. Accordingly, the City reserves the right to determine and establish the hours of work and work schedules for each employee, provided, however, that this right shall not be exercised arbitrarily or unreasonably. For each department, the City shall have the right to fix, alter or change the work week, work day, the number of hours worked, the number of shifts, and the starting and ending time of each. The specific work schedule established for each department may be changed by the City from time to time with five (5) working days notice if possible and reasonable to the affected employee.

SECTION 3: All employees shall have a regularly designated mealtime without pay. Any employee required to work during the regularly designated mealtime shall be allowed sufficient time to eat his meal during the rest of his work shift. Any employee's regularly designated mealtime shall be scheduled by his department head.

SECTION 4: The City agrees that the heads of each department shall grant to departmental employees, insofar as practicable, one (1) fifteen (15) minute paid work break for each four (4) hour work period during a normal eight (8) hour work shift. The exact time for each fifteen (15) minute break shall be fixed at the discretion of each department head.

## ARTICLE 10

### OVERTIME

SECTION 1: The City agrees that an employee shall be paid at the rate of one and one-half (1-1/2) times his regular rate of pay for hours worked in excess of forty (40) hours during a work week.

SECTION 2: The City will try where practicable to give all employees advance notice of overtime schedules. Except in case of emergency and insofar as practicable, department heads or department supervisors will endeavor to give reasonable notice to any employee required to work overtime.

SECTION 3: Department heads will try where practicable to distribute overtime work as equally as possible among the qualified employees of their respective departments. Department Heads will maintain overtime records of all employees to ensure a fair distribution of overtime in their respective departments. Failure to report for mandatory overtime, when ordered, may result in disciplinary action up to and including dismissal for just cause without a bonafide excuse as determined by the City.

SECTION 4: For the purpose of computing overtime, bereavement leave, paid designated holidays, and vacation days when taken, and the use of pre-approved sick leave that was authorized in writing before the beginning of the work-week in which the extra/overtime hours were actually worked, shall be computed as time worked.

SECTION 5: Double time shall be paid only in the following instances:

(1) work performed by an employee on a designated holiday when the employee is not normally scheduled to work the holiday;

(2) work performed by an employee on a Sunday when the employee is not normally scheduled to work the Sunday;

(3) for all work performed by an employee for all hours in excess of sixteen (16) continuous hours in a given twenty-four-(24) hour period.

SECTION 6:

(A) The City agrees that an employee who is called to work during time when he normally would be off shall be paid at the employees' appropriate rate of pay for all hours worked on said call back, but in no event shall the employee be paid less than three (3) hours at his or her overtime rate. Work time shall be computed to begin when the employee arrives at the work site and to end when the employee is released by his supervisor. Employee may elect to leave when specified call back work is complete in lieu of completing 3 hours minimum. If the employee has to be recalled again within the original three-hour minimum window, the employee will not be entitled to an additional three hours minimum of OT unless actual work time is three or more hours. The City shall grant one (1) fifteen (15) minute paid work break for each completed four (4) hour work period.

(B) To address the unique situation applicable to IT Department employees who are on the rotating call back list and who are able to remotely (from home only) fix a computer related problem, those IT employees will be entitled to a minimum of one (1) hour of pay, at the time and one-half rate of pay, as the "call back" benefit provided in this section when the employee fixes the IT problem from home. If the employee has to be recalled again within the original one (1) hour minimum window, the employee will not be entitled to an additional one (1) hour minimum of OT unless actual work time is one or more hours. This Section 6 (B) benefit applies only to situations

where the IT work is done from home for short periods of time. Therefore, the provisions of Section 6 (A), above, apply when an IT employee is actually called back into work at a City work site.

SECTION 7: Notwithstanding Article 10, Section 1, the City agrees that an employee who is called to work during time when he normally would be off shall be paid at the employees' appropriate rate of pay for all hours worked on said call back, but in no event shall the employee be paid less than three (3) hours at his or her overtime rate. Work during the time that an employee is normally off that is scheduled overtime shall not be paid at the overtime rate unless the total time actually worked in the pay week exceeds forty (40) hours.

## ARTICLE 11

### TEMPORARY UPGRADING

SECTION 1: This SECTION applies to an employee who is assigned by the Department Head or the City Manager (or their designee) to temporarily assume the duties and responsibilities of another employee in a higher classification and who actually does assume these duties and responsibilities. Said employee will, after working more than one (full) normally scheduled work week per occurrence in a higher classification, begin receiving a five percent (5%) increase in his or her base rate of pay. Temporary upgrade pay will not be retroactive for the first work week.

SECTION 2: In the event that: (1) an employee is assigned by the Department Head or the City Manager to work in a vacant position (defined as a position for which there is no incumbent) of a higher classification in an acting capacity; (2) an employee is required by the City Manager to perform a special assignment outside of the scope of a regularly classified position, the City Manager may, in his sole and exclusive discretion, grant up to a fifteen percent (15%) increase in an employee's base rate of pay for the time spent in such assignments.

SECTION 3: This SECTION applies to an employee who is temporarily upgraded pursuant to SECTION 1, above, for fifteen (15) consecutive working days or more per occurrence. If said employee is working in a classification that is ten percent (10%) or more above his regular job classification, he shall receive an additional five percent (5%) increase in his base rate of pay for all time worked after the 15th day, and further, shall be eligible for an additional five percent (5%) to be granted in the sole and exclusive discretion of the City Manager. Where the higher classification is less than ten percent (10%) above the employee's regular job classification, the employee will receive a five percent (5%) increase in his base rate of pay, (i.e., pursuant to SECTION 1, above) but will be



eligible for up to an additional ten percent (10%) increase after working in said higher classification for more than fifteen (15) consecutive working days per occurrence. The decision as to whether or not to grant any such increases will be made by the City Manager, in his sole and exclusive discretion.

SECTION 4: Any decision by the City Manager made pursuant to SECTION 2 and/or 3, above, which are stated to be discretionary in nature, shall not be subject to the contractual grievance/arbitration procedure.

ARTICLE 12

UNIFORMS

SECTION 1: The City agrees to provide uniforms as set forth in TABLE A of this Article for those employees who are required to wear uniforms.

TABLE A								
DEPARTMENT	DIVISION	CLASSIFICATION	S H I R T S	P A N T S	S H O E S	C A P S	B E L T	C L E A N I N G
Development Services	Building Inspections	Customer Service Representative	5					
Development Services	Building Inspections	Chief Building Inspector	5	5	\$130			
Development Services	Building Inspections	Building Plans Examiner	5	5	\$130			
Development Services	Building Inspections	Building Field Inspector	5	5	\$130			
Development Services	Building Inspections	Secretary II	5	5				
Parks & Recreation	Golf Operations	Golf Starter	2					
Parks & Recreation	Preschool	Preschool Teacher	2					
Parks & Recreation	Activities	Recreation Leader	5					
Parks & Recreation	Aquatics	Recreation Leader	2					
Development Services	Zoning	Customer Service Representative	3					
Finance	Customer Service	Customer Service Representative	3					
Parks & Recreation	Aquatics	Lifeguard	7	3				
Parks & Recreation	Aquatics	Lifeguard Lieutenant	7	3				
Parks & Recreation	Activities	Service Worker I	11	11		x		x
Finance	Graphics	Messenger	5	5	1			
Parks & Recreation	Activities	Service Worker II	11	11		x		x
Parks & Recreation	Activities	Service Worker III	11	11		x		x
Parks & Recreation	Activities	Pest Control Worker	11	11		x		x
Parks & Recreation	Activities	Maintenance Foreman	11	11		x		x
Parks & Recreation	Activities	General Trades Mechanic	11	11		x		x
Parks & Recreation	Golf Operations	Golf Cart Attendant	11	11		x		x
Parks & Recreation	Golf Operations	Golf Cart Mechanic	11	11		x		x
Utilities	Engineering	Drafting Technician	3	2	1			
Finance	Central Services	Material Handling Specialist	5	5	1			
Finance	Central Services	Chief Material Handling Specialist	5	5	1			
Finance	Graphics	Printing Technician	5	5	1			
Utilities	Engineering	Engineering Inspector	3	2	1			
Utilities	Engineering	Engineering Field Inspector	3	2	1			
Development Services	Zoning	Business Tax Receipt Inspector	5	5	1	1		
Development Services	Zoning	Planner	5	5				
Development Services	Zoning	Zoning Technician	5	5				
Development Services	Zoning	Secretary II	5	5				
Development Services	Zoning	Plans Coordinator	5	5				
Development Services	Zoning	License Inspector	5	5		1		

Development Services	Zoning	Business Tax Receipt Technician	5	5	1	1		
Public Works	Animal Control	Public Works Inspector	6	6	2			
Public Works	Air Park	Service Worker II	6	7	\$130			
Public Works	Air Park	Service Worker III	6	7	\$130			
Public Works	Air Park	Maintenance Foreman	6	7	\$130			
Utilities	Water Treatment	Service Worker II	5	5	x	x		
Utilities	Water Treatment	Service Worker IV	5	5	x	x		
Utilities	Water Treatment	Utilities Plant Trainee	5	5	x	x		
Utilities	Water Treatment	Utilities Plant Operator I	5	5	x	x		
Utilities	Water Treatment	Utilities Plant Operator II	5	5	x	x		
Utilities	Water Treatment	Field Sampling Specialist	5	5	x	x		
Utilities	Water Treatment	Water Plant Mechanic	5	5	x	x		
Utilities	Water Treatment	Laboratory Technician	5	5	x	x		
Utilities	Effluent Plant	Utilities Plant Trainee	5	5	x	x		
Utilities	Effluent Plant	Utilities Plant Operator I	5	5	x	x		
Public Works	Fleet Services	Mechanic I	11	11	1			x
Public Works	Fleet Services	Mechanic II	11	11	1			x
Public Works	Fleet Services	Mechanic III	11	11	1			x
Public Works	Fleet Services	Garage Foreman	11	11	1			x
Public Works	Fleet Services	Office Asst. I	5					
Finance	Customer Service	Field Service Representative	7	7	2			x
Finance	Customer Service	Customer Service Representative	5	5				
Finance	Customer Service	Customer Service Foreman	7	7	2			x
Finance	Customer Service	Water Meter Reader	7	7	2			x
Public Works	Building Maintenance	Electrician	6	6	x	x		x
Public Works	Building Maintenance	Carpenter	6	6	x	x		x
Public Works	Building Maintenance	Painter	6	6	x	x		x
Public Works	Building Maintenance	Plumber	6	6	x	x		x
Public Works	Building Maintenance	Senior Electrician	6	6	x	x		x
Public Works	Building Maintenance	Welder	6	6	x	x		x
Public Works	Building Maintenance	General Trades Mechanic	6	6	x	x		x
Public Works	Building Maintenance	Office Asst. II	5					
Fire	Emergency Med. Svc.	Material Handling Specialist	3	3	x	x		
Fire	Emergency Med. Svc.	Office Assistant II (Logistics)			\$130			
Public Works	Streets	Traffic Sign Technician	11	11	\$130	x		x
Public Works	Streets	Chief Traffic Sign Mechanic	11	11	\$130	x		x
Public Works	Streets	Service Worker I	11	11	\$130	x		x
Public Works	Streets	Service Worker II	11	11	\$130	x		x
Public Works	Streets	Service Worker III	11	11	\$130	x		x
Public Works	Streets	Service Worker IV	11	11	\$130	x		x
Public Works	Streets	Heavy Equipment Operator	11	11	\$130	x		x
Public Works	Streets	Heavy Equipment Operator/Mechanic	11	11	\$130	x		x
Public Works	Streets	Maintenance Foreman	11	11	\$130	x		x
Public Works	Streets	Office Asst. I and II	5					
Public Works	Grounds	Service Worker I	11	11	\$130	x		x
Public Works	Grounds	Service Worker II	11	11	\$130	x		x
Public Works	Grounds	Service Worker III	11	11	\$130	x		x
Public Works	Grounds	Service Worker IV	11	11	\$130	x		x
Public Works	Grounds	Pest Control Worker	11	11	\$130	x		x
Public Works	Grounds	Office Asst. I and II	5					
Public Works	Sand and Spurs	Sand and Spurs Attendant	11	11	\$130	x		x

Public Works	Grounds	Nursery Technician	11	11	\$130	x		x
Public Works	Grounds	Irrigation Technician	11	11	\$130	x		x
Public Works	Grounds	Maintenance Foreman	11	11	\$130	x		x
Public Works	Grounds	Irrigation Foreman	11	11	\$130	x		x
Public Works	Grounds	General Trades Mechanic	11	11	\$130	x		x
Utilities	Water Distribution	Service Worker I	11	11	2	x	x	x
Utilities	Water Distribution	Service Worker II	11	11	2	x	x	x
Utilities	Water Distribution	Service Worker III	11	11	2	x	x	x
Utilities	Water Distribution	Service Worker IV	11	11	2	x	x	x
Utilities	Water Distribution	Heavy Equipment Operator	11	11	2	x	x	x
Utilities	Water Distribution	Backflow Technician	11	11	2	x	x	x
Utilities	Water Distribution	Utility Maintenance Foreman	11	11	2	x	x	x
Utilities	Water Distribution	Meter Technician	11	11	2	x	x	x
Utilities	Sewer Transmission	Service Worker I	11	11	2	x	x	x
Utilities	Sewer Transmission	Service Worker II	11	11	2	x	x	x
Utilities	Sewer Transmission	Service Worker III	11	11	2	x	x	x
Utilities	Sewer Transmission	Service Worker IV	11	11	2	x	x	x
Utilities	Sewer Transmission	Heavy Equipment Operator	11	11	2	x	x	x
Utilities	Sewer Transmission	TV Equipment Operator	11	11	2	x	x	x
Utilities	Sewer Transmission	Utility Maintenance Foreman	11	11	2	x	x	x
Utilities	Sewer Transmission	Utilities Mechanic	11	11	2	x	x	x
Utilities	Sewer Pumping	Lift Station Operator I	7	6	x	x	x	x
Utilities	Sewer Pumping	Lift Station Operator II	7	6	x	x	x	x
Utilities	Sewer Pumping	Utilities Mechanic	7	6	x	x	x	x
Utilities	All Divisions	Office Asst I and II	5					

SECTION 2: The following uniforms items will be provided to the Ocean Rescue Lifeguards and Ocean Rescue Lieutenants: five (5) shirts; five (5) t-shirts; one (1) swim trunk; one (1) sweat shirt; one (1) sweat pants; one (1) rain-gear; and one (1) wide brimmed hat. These uniform items will be replaced as needed in the discretion of the Department Director.

SECTION 3: Building Division employees will be provided with notice of their ability to request a pro-rated amount of new uniforms (not exceed a total of three (3) uniforms), as well as materials needed to make such a request (e.g., uniform magazine/pamphlet/order form) by the Department Head, or designee, in November of 2021. The Department Head, or designee, will be responsible for ordering the pro-rated amount of new uniforms (not to exceed a total of three (3) uniforms per employee) upon receipt of a written request from each eligible, interested employee.

Thereafter, the City will continue to provide employees within the Building Division, Public Works Division and Recreation Division with a new set of uniforms, as set forth in TABLE A above, by no later than October 31<sup>st</sup> of each fiscal year.

SECTION 3 4: Employees who are provided uniforms as set forth in TABLE A shall be required to wear uniforms at all times during working hours. Employee uniforms shall be worn in conjunction with City employment only. It is understood that the City will only be obligated to provide uniforms to employees working at City Hall if required for safety purposes.

SECTION 4 5: Public Works employees whose shoes become damaged or worn to the point that safety benefits are compromised or become otherwise unusable due to circumstances beyond the control of the employee, may request the Department to purchase a replacement pair of shoes above the annual shoe allowance specified above, but in no case more than an additional ~~\$130~~ \$150. This additional replacement pair of shoes will require an explanation of the exigent circumstances causing the need for additional replacement pair of shoes and approval of the Public Works Director.

ARTICLE 13

WAGES - MERIT AND LONGEVITY

SECTION 1: Wages

- a. Year 1 (FY 21-22): a 3.0% wage increase effective in the 1<sup>st</sup> full pay period that starts on or after October 1, 2021.
- b. Year 2 (FY 22-23): a 3.0% wage increase effective in the 1<sup>st</sup> full pay period that starts on or after October 1, 2022.
- c. Year 3 (FY 23-24): a 3.0% wage increase effective in the 1<sup>st</sup> full pay period that starts on or after October 1, 2023.

SECTION 2: Merit Salary Increases

Merit salary increases are not automatic and an employee's salary may never exceed the maximum salary approved for his/her pay grade. Merit salary increases will be granted to employees whose salary has not reached the maximum of the assigned pay grade and whose anniversary date falls between October 1, ~~2021~~ ~~2020~~ through and including September 30, ~~2024~~ ~~2021~~ as follows:

- 0% of current base salary for ineffective or marginally effective performance
- 1% of current base salary for fully effective performance
- 2% of current base salary for very effective performance
- 3% of current base salary for outstanding performance

No merit pay increases will be due during any period of time after the expiration date of this agreement on September 30, ~~2024~~ ~~2021~~.

An employee whose job performance is not rated fully effective or above will be re-evaluated every 90 days until their performance is rated "Fully Effective" or above. During these periods, the supervisor will counsel the employee on job performance insufficiencies and recommend remedial action. If an employee is rated less than "Fully Effective" after two (2) consecutive 90-day

extensions, the employee may be subject to disciplinary action. If discipline is imposed, such discipline would be grievable pursuant to Article 4.

SECTION 3: Longevity

Any employee whose effective date of employment is before October 1, 1996 shall be entitled to a five percent (5%) longevity increase upon completion of fourteen (14) and nineteen (19) years of continuous service with the City.

SECTION 3: An employee who is granted a leave of absence without pay in accordance with SECTION 34.132(b) of the City's Code of Ordinances, which leave of absence exceeds thirty (30) working days, shall have his or her increase anniversary date for merit and longevity increase purposes extended by the duration of the leave. The new extended date will then become the employee's permanent increase anniversary date.

SECTION 4: Incentive Pay for Licenses and Certifications

- A. Utilities Field Operations (UFO) employees will be paid for licenses above the minimum job requirements. One level above \$50/month, two licenses above the minimum required for the classification at \$100/month.
- B. Utilities Field Operations will be paid for multiple licenses at same rate as above which are not required for the position they currently hold.
- C. Utilities Treatment Plant Employees will be paid for dual licenses at the prevailing rates which are \$50 for a B license and \$100 for an A license per pay period respectively.
- D. Building Inspectors will be paid for certifications above minimum job requirements. \$50/month for one level above (i.e. Inspector with Plan Review Certification.; Chief Inspector with Bldg. Official certification. \$100/month will be paid for two levels above.
- E. Planning
  - 1. Florida Registered Architect or Landscape Architect – *any Development Services Employee - \$100/month*
  - 2. AICP – *only for planners and zoning techs - \$100/month*
  - 3. Certified Floodplain Manager - *any Development Services Employee \$50/month*
  - 4. CPTED Certified - *any P&Z employee - \$25/month*
  - 5. LEED Green Associated - *any Development Services Employee - \$25/month*

6. LEED Accredited Professional - *any Development Services Employee* - \$50/month. *When achieved this replaces LEED Green. Incentive is not cumulative*
7. Masters in Planning, Public Administration or closely related field – *zoning tech only* - \$100/month.

F. Landscaping

The following incentives are available for any grounds employee whose job is connected to grounds or parks maintenance and whose job description does not require the certification:

1. FNGLA's Certified Landscape Technician (FCLT) - \$25/month
2. FNGLA's Certified Landscape Maintenance Technician (FCLMT)-\$25/month
3. ISA Certified Arborist - \$50/month

G. Fleet Maintenance

1. Automotive Service Excellence (ASE) Certifications will be compensated at \$25/month each for specialties to be determined by the Public Works Director. Incentives under this category may not cumulatively exceed a maximum of \$150/month. Any certification required in the job description will not be eligible for incentive pay.
2. Emergency Vehicle Training (EVT) Certifications will be compensated at \$25/month each for specialties to be determined by the Public Works Director. Incentives under this category may not cumulatively exceed a maximum of \$100/month. Any certification required in the job description will not be eligible for incentive pay.

The following additional opportunities for certification pay benefits shall become available after the 2017-2020 Agreement is ratified by the City Commission:

H. Ocean Rescue:

All Lifeguards when certified as EMT I, shall receive 7% incentive pay each biweekly pay period in addition to basic salary.

Ocean Rescue Lifeguards and Ocean Rescue Lieutenants will be paid \$50 per month for obtaining each of the following two (2) certifications:

1. A certification as an emergency operator of a Jet Ski, which must first be approved by the Department Director as beneficial to the services provided by the Ocean Rescue Lifeguards before any such payments shall be approved.
2. A certification as a Training Officer by the United States Life Savings Association.



I. Purchasing:

1. ~~Chief Materials Handling Specialist~~ Central Stores Operations Manager will be paid \$50 per month for obtaining the Certification in Production and Inventory Management (CPIM).
2. Buyer will be paid \$50 per month for obtaining the Certified Professional Public Buyer (CPPB).

J. Engineering:

1. Engineering Inspector I and II who obtain a State of Florida license in Water, Wastewater or Storm Water Operator will be paid \$50 per month for the first of such licenses obtained, and an additional \$25 for each additional level of license, not to exceed \$100 per month for all such licenses obtained. Any license required in the job description will not be eligible for incentive pay.
2. Employees in the positions of GIS Coordinator and Engineering Tech will be paid \$50.00 per month for obtaining the Geographic Information Systems Professional (GISP) certification.

K. Parks and Recreation

1. Full-time Recreation Leaders and Recreation Lifeguards will be paid \$50.00 per month for obtaining/maintaining a Certified Parks & Recreation Professionals certification.
2. Full-time Recreation Lifeguards will be paid \$25.00 per month for obtaining/maintaining a Lifeguard Instructor certification.

- L. The provision of any of the above incentives in no way is an abrogation or diminution of any of the Management Rights enumerated in Article 4 of this agreement.

## ARTICLE 14

### LEAVES

#### SECTION 1: SICK LEAVE

(a) The City shall grant to all employees sick leave with pay at the rate of one (1) working day for each completed month of service.

(b) Sick Leave Accruals for the 4 x 10 hour work schedule: For those bargaining unit employees placed on the new 4/10 work schedule that commenced on August 1, 2019, sick leave will be accrued prospectively (starting in the first full pay period that started on or after October 14, 2019) at the rate of 10 hours (i.e., one (1) working day under the new 4/10 work schedule) for each completed month of service as provided above in Section 1 (a). The sick leave accrual rates for employees on the 5/8 work schedule shall remain unchanged (i.e., one (1) working day remains at eight (8) hours for employees on the 5/8 work schedule).

(c) The Federation agrees that, unless provided otherwise pursuant to the City's policy adopting the Family Medical Leave Act of 1993 (FMLA), no more than five (5) working days in any calendar year may be taken as sick leave because of illness within the employee's immediate family. For the purposes of this Article, "immediate family" shall be as defined in the Code of Ordinances of the City.

(d) Effective October 1, 1984, employees who have accumulated 840 hours of sick leave or more, shall retain said accrued sick leave for reasons of sickness and for pay-out purposes, 100% upon retirement and/or death (paid to employee's estate). Employees who have accrued less than 840 hours of sick leave on October 1, 1984, shall be permitted to accrue an unlimited number of hours

for use for legitimate sick leave purposes but shall be limited to accrue a maximum of 1000 hours of accumulation for pay-out purposes upon retirement or death. (Paid to employee's estate).

(e) Effective October 1, 1984, employees shall be paid a maximum of one-half (1/2) of the employee's accumulated sick leave (not to exceed 50% of 1000 hours), who separate from the City service, with two (2) weeks-notice to the City.

~~(f) Sick leave pay-outs that are paid before the date the 2020-2021 Agreement is ratified by the City Commission, as provided for in SECTION (1) (d) and (e) will be computed by multiplying the appropriate number of sick leave hours (i.e., the number of hours at or below the cap after being adjusted by the appropriate pay-out percentage) by the employee's average earning of his last ten (10) years of employment. For the purpose of computing this average salary, the City will divide the total salary received by the employee during the previous 260 pay periods by 260. In the event that no paycheck was received for one or more pay periods, those pay periods will be disregarded. Thus, if an employee received no paycheck at all during two (2) pay periods, the salary received during the remaining 258 pay periods would be divided by 258.~~

(f) Effective on December 8, 2020, the date the 2020-2021 Agreement was ratified by the City Commission, the sick leave pay-out prospectively provided for in SECTION (1) (d) and (e) will be computed by multiplying the appropriate number of sick leave hours (i.e., the number of hours at or below the cap after being adjusted by the appropriate pay-out percentage) by the employee's average earning of his last five (5) years of employment. For the purpose of computing this average salary, the City will divide the total salary received by the employee during the previous 130 pay periods by 130. In the event that no paycheck was received for one or more pay periods, those pay

periods will be disregarded. Thus, if an employee received no paycheck at all during two (2) pay periods, the salary received during the remaining 128 pay periods would be divided by 128.

(g) Effective October 1, 2021, or on the date the 2021-2024 Agreement is ratified by the City Commission, whichever date occurs last, bargaining unit employees may accrue up to an additional 250 hours of sick leave above the current 1,000-hour sick leave pay-out cap referenced above in Section 14.1(d), but such additional sick leave accruals shall not exceed a total of 1250 hours of sick leave accruals.

(1) None of these additional sick leave accruals may be cashed out or sold back, but at the time of an employee's retirement or DROP entry, an employee may make an irrevocable election to transfer the value of additional accrued sick leave hours above the maximum 1,000-hour pay-out cap, but not to exceed a total of 250 hours of accrued sick leave to the employee's individual Voluntary Employee Benefits Association ("VEBA") account (i.e., this transfer/election to VEBA shall apply to only those sick leave accruals between 1,000 hours and 1,250 hours).

(2) The transfer of the value of these accrued sick leave hours under this sub-section to an employee's individual VEBA account is intended to be pre-tax if possible, but in any event will be subject to IRS regulations/requirements.

(h) It is understood and agreed that any employee who is separated from employment with the City (for any cause whatsoever) prior to completing five (5) years of continuous service with the City will forfeit all accrued sick leave and thus will not be compensated for any portion of said leave. This provision shall apply regardless of the circumstances of the separation – i.e., whether it was voluntary or involuntary is immaterial.

(i) It is agreed that, in cases where a bargaining unit employee requests to utilize time from the Sick Leave Bank as outlined in Administrative Policy Number 121.20, as may be modified, a committee will meet to review the employee's request.

The City will establish a citywide sick leave bank to be administered by employee representatives of the bargaining units and non-bargaining employees. Each group shall have 2 representatives and shall meet as required to consider requests from the sick leave bank. The committee shall submit their recommendations on each request for leave from the sick leave bank to the City Manager whose decision shall be final. The committee shall establish its own guidelines for considering requests, but it is contemplated that the existing requirements for participation and limits on sick time contribution will continue. The City Manager agrees to consider any reasonable change in existing policies recommended by the Committee.

(i) In order to be granted sick leave with pay, an employee must meet the following conditions:

(1) Notification of the employee's absence must be submitted to the employee's immediate supervisor not later than two hours after the commencement of the scheduled work day or shift;

(2) Upon request by the department head, the employee shall submit to a medical examination, nursing visit, or inquiry which the City deems advisable; and

(3) Upon request by the department head the employee shall submit a medical certificate signed by a physician stating the nature of the employee's illness or injury, that the employee has been incapacitated for work for the period of absence and is currently able to assume all job functions. The City agrees that it will not request a medical certificate for arbitrary or

capricious reasons. However, if the department head suspects the abuse of sick leave because of unusual circumstances or a developing pattern, i.e., Fridays/Mondays, before/after a holiday, employee denied vacation leave and subsequently claims illness, etc. the employee will be required to submit a medical certificate upon request.

(4) Abuse of Sick leave could be indicated as defined below:

- A. Use of more than four (4) instances of unverified sick leave in a ninety (90) day period.
- B. A pattern of unverified sick leave or use of unverified sick leave in combination with days off, holidays off, or other time off.
- C. Denied vacation leave and subsequently claims illness
- D. Any combination of A, B or C above.

(5) Critical attendance employee:

- A. Any employee who abuses sick leave as defined by (4) A, B, C, or D above. Such employee will be placed on a critical list for six (6) months during which time medical certification will be required for approval of sick leave. After the six (6) month period attendance will be reevaluated.
- B. At the time of reevaluation, it will be determined whether unverified sick leave use has ceased and sick leave use has reached acceptable standards.

## SECTION 2: BEREAVEMENT LEAVE

Leave with pay not to exceed ~~three (3)~~ four (4) working days may be authorized in each case of a death within the employee's immediate family. In the event that a death in the immediate family

requires an out-of-town trip for the funeral, the City Manager may authorize up to an additional three (3) days leave which shall be counted against the employee's accrued sick leave credits.

The employee's immediate family, for the purposes of this Article, will be defined as the mother, father, sister, brother, son, daughter, grandparents, wife or husband of the employee or of the employee's spouse.

### SECTION 3: MILITARY LEAVE OF ABSENCE

A. The City shall grant military leave of absence with pay to any employee who is called for reserve summer camp training in the United States armed forces for a period of up to seventeen (17) working days. In order to receive such military leave of absence with pay, the employee must comply with the following procedure.

(1) The employee shall request the military leave of absence in writing to his department head at least two (2) weeks in advance of the time that the employee will be away from his job; and

(2) The employee shall attach to his request for military leave of absence a copy of his military orders ordering him to serve. However, if an employee has not received written orders when he requests a military leave of absence at least two (2) weeks in advance of the time that he will be away from his job, he shall transmit to his department head such orders as soon as is practicable after he receives them.

Employees shall not be required to turn in to the City compensation received for military training duty. In addition to any such compensation received, employees shall receive their City salary for a period of duty of up to seventeen (17) working days.

B. The City shall grant military leave of absence with pay to any employee in the Reserve Forces of the United States or in the National Guard of the State of Florida who is called to

duty on an immediate basis due to an emergency situation for a period of up to seventeen (17) working days. In order to receive such military leave of absence with pay, the employee must comply with the following procedure:

(1) The employee shall request the military leave of absence in writing to his department head as soon as is practicable; and

(2) The employee shall attach to his request for military leave of absence a copy of his military orders ordering him to serve.

Employees shall not be required to turn in to the City compensation received for such emergency duty. In addition to any such compensation received, employees shall receive their City salary for a period of duty of up to seventeen (17) working days.

SECTION 4: VACATION LEAVE:

(a) All regular permanent employees, who have been continuously employed for a period of one year or longer shall be credited with earned vacation, leave in accordance with the following schedule:

<u>Completed Service</u>	<u>Per Vacation Year</u>
1 - 5 years	<del>10</del> <u>9</u> days
6 - 13 years	<del>15</del> <u>12</u> days
14 years or longer	<del>20</del> <u>15</u> days

(b) Vacation Leave Accruals for the 4 x 10 hour work schedule: For those bargaining unit employees placed on the new 4/10 work schedule that commenced on August 1, 2019, vacation leave shall be accrued prospectively (starting in the first full pay period that started on or after-October 14, 2019) so that the employee's accrual rates identified above in Section 4 (a) shall be the same as the employee's work day according to each employee's assigned work schedule. In other words, ~~10~~ 9 days will be equal to ~~100~~ 90 hours of vacation per year, ~~15~~ 12 days will be equal to ~~150~~ 120 hours of



vacation per year, and ~~20~~ 15 days will be equal to ~~200~~ 150 hours of vacation per year for employees on the 4/10 work schedule. The vacation leave accrual rates for employees on the 5/8 work schedule shall remain unchanged (i.e., vacation days shall continue to be accrued and used based on eight (8) hour days under the 5/8 work schedule).

(c) The City agrees that employee seniority with the City shall determine which employee prevails in the event there is conflict in scheduling vacation leave. The time when an employee takes his vacation is subject to the approval of the City; however, such approval shall not be withheld unreasonably. The employee shall be notified no later than 72 business hours after submitting a request for vacation of the decision of approval or denial.

(d) Additionally, in departments with ten (10) or more unit employees, during October or November, such employees may submit to their department heads their first and second vacation leave preferences; and by January 1st, the department heads shall post the schedule of vacation leave for the coming calendar year.

SECTION 5: Effective the last full pay period of each September, employees may convert (a maximum of) the unused portion of the first one-half (1/2) of their annual sick leave accrual into annual leave. Conversion will be subject to the following:

(a) The employees on a 5/8 schedule who accrue ninety six (96) sick leave hours annually must already have a minimum of ninety-six (96) unused sick leave hours in addition to those hours the employee wishes to convert, and the employees on a 4/10 schedule who accrue one hundred twenty (120) sick leave hours annually must already have a minimum of one hundred twenty (120) unused sick leave accrual hours in addition to those hours the employee wishes to convert; and

(b) Conversions for employees on a 5/8 schedule must be in increments of eight (8) hours, and conversions for employees on a 4/10 schedule must be in increments of ten (10) hours;  
and

(c) Sick leave hours converted into vacation hours will be subject to the provisions of Article 14.

## ARTICLE 15

### ON-THE-JOB INJURY

SECTION 1: When an employee covered by this Agreement sustains an on-the-job injury which is determined to be compensable under the provisions of the Worker's Compensation Act, he or she shall be entitled to full pay less any benefits received under the Worker's Compensation Act for up to the first three (3) calendar months following the injury; provided, however, that in the sole discretion of the City Manager the same time period may be extended up to an additional three (3) calendar months. In addition to the foregoing, an employee's paid leave may be extended for an indefinite period, in the sole discretion of the City Manager, if he determines that such extension is in the best interest of the City and the employee concerned. To be eligible for any extensions, the employee must, if directed by the City Manager, submit an application for disability retirement to the Pension Board and/or submit to a physical examination to determine the approximate length of time necessary to return to duty. The City Manager may, in his sole discretion, at any time during the extension, terminate such extension if he determines that the extension is no longer in the best interest of the City and the employee concerned. In that event, the employee, in the sole and exclusive discretion of the City Manager, may either be placed on unpaid leave status (after the employee is allowed to exhaust all accrued leave) or separated from employment.

In the event a grievance arises relating to the discretionary provisions of the Article, the parties agree that an arbitrator cannot reverse or modify the City's decisions unless he finds that the City acted arbitrarily and capriciously.

SECTION 2: When so directed by the City, any employee out of work due to an on-the-job injury shall present himself/herself for a medical examination. The City will bear the full expense of

said examination. The failure of such employee to present himself/herself for an examination as directed will operate to automatically terminate any payments under this Article.

SECTION 3: Whenever an employee out of work due to an on-the-job injury becomes physically able to perform some useful light duty work for the City, he/she may be required to do so as a condition to receiving the benefits specified in SECTION 1 above.

SECTION 4: Indemnity benefits will be reduced by 25% if the employee knowingly violates a safety rule that has been adopted by the City or department or knowingly fails to utilize a safety device required by the City or department and an injury occurs as a result. The City will provide safety equipment and devices required to do the assigned tasks.

ARTICLE 16

HOLIDAYS

SECTION 1: Employees covered by this Agreement shall be entitled to the following holidays:

Veterans Day  
Thanksgiving  
Day After Thanksgiving  
Christmas Eve Day  
Christmas Day  
New Year's Eve  
New Year's Day  
M.L.K Birthday  
President's Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day

SECTION 2: In addition to the holidays referred to in SECTION 1 above, the City recognizes two (2) additional holidays designated as "personal days." The personal day benefit shall be applicable to lifeguards as provided in this Article, and the prior practice of converting those two (2) additional holidays/personal days to vacation leave, as stated in City Ordinance, Section 34.128 (B), shall end. Provided, however, that no employee shall obtain the benefit of both the two (2) additional personal days and the converted vacation time at the time of this transition from that prior conversion practice. Before an employee shall be permitted to take a personal day, the employee must notify his department head and receive the permission of the department head three (3) days in advance of taking the said personal day, except in the case of unforeseen circumstances or emergencies as determined by the department head whose approval shall not be unreasonably withheld. The parties agree that the personal days must be taken during each contract year and shall not be cumulative, and

shall be taken within a scheduled eight (8) hour work day. Employees must complete at least six (6) months continuous service with the City, computed from the most recent date of employment, before being eligible to request this personal day "holiday."

Notwithstanding the provisions of Article 14, Section 4, after completing at least six (6) months of service with the City, a probationary employee assigned to work a ten (10) hour work day may, with written pre-approval, use up to a maximum of four (4) hours of accrued vacation leave (in two (2) hour increments to be combined with each eight (8) hour personal day), as if the employee had completed one year of service, in order to utilize a personal day on a ten (10) hour work day.

SECTION 3: Based upon the Memorandum of Understanding signed on December 12, 2018, employees working a four (4) day, ten (10) hour work schedule will be paid ten (10) hours for each holiday and for the two (2) personal days provided above and in City Ordinance, Section 34.128 (B). Employees working a five (5) day, eight (8) hour work schedule will continue to be paid eight (8) hours for holidays and personal days.

SECTION 4: In order to receive pay for an official legal holiday an employee must earn a full day's pay on his regularly scheduled work days both preceding and immediately after the legal holiday. For purposes of this SECTION an employee on paid vacation, Worker's Compensation, authorized absence, death in family, jury duty or military leave shall be considered as earning a full day's pay. Employees on excused absence, unexcused absence, paid sick leave, suspension, disability leave and leave without pay shall not be considered as earning a full day's pay, and shall not be paid for the legal holiday.

This provision applies only to those employees who are entitled to legal holidays off with pay. Lifeguards and other employees who are required to be on regular duty on legal holidays are not governed by this provision.

## ARTICLE 17

### SENIORITY, LAYOFF, RECALL

SECTION 1: Bargaining unit seniority is understood to mean an employee's most recent date of continuous employment in a bargaining unit position so long as the employee has been carried for payroll purposes as a permanent employee. Bargaining unit seniority will continue to accrue during all types of City of Pompano approved leave except for leave of absence without pay for more than thirty (30) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for periods of less than thirty (30) days shall not cause the bargaining unit seniority date to be adjusted.

SECTION 2: Unit seniority will be used for the purpose of layoff and recall and for other purposes as provided for in other articles of this Agreement. The Personnel Department shall maintain a recall list based on seniority.

SECTION 3: In the event it is necessary to reduce the work force, all unit layoffs shall be according to seniority. An employee affected by a reduction in force shall have the right to displace a unit employee with less seniority in any equal or lower classification in his or her department, provided the retained employee is technically qualified and physically capable to perform the necessary duties of the position. Employees who are entitled to veterans' preference under applicable Florida Statutes as amended will have four (4) months city service credited for each twelve (12) months of military service up to a maximum of four (4) additional years of service of added City service.

SECTION 4: Any employee who accepts a lower paid position shall retain the comparable merit and/or longevity step previously attained in the old position.



SECTION 5: All employees shall receive at least a three (3) week notice of layoff, or, in lieu of notice, three (3) weeks pay at his or her regular rate of pay. The Federation shall be furnished copies of all layoffs at the same time as the laid off employee receives notice.

SECTION 6: Employees who have been laid off will have recall rights not to exceed twelve (12) months. When a vacancy occurs within the unit, the Personnel Division will send a certified letter of notice to the employee at the last address he/she filed with the Personnel Department with a courtesy copy to the Federation. Further, the City agrees not to hire new employees while laid off employees qualified to perform the job remain on the recall list. If the employee refuses to return to work in the classification for which he/she is recalled or if no response within ten (10) working days after the notice is sent, such employee's recall rights under this Agreement are lost. Such employee would still be eligible for City of Pompano Beach employment but not on a preferential basis.

SECTION 7: A vacancy is deemed to exist when the City of Pompano is seeking to fill a full-time budgeted position.

SECTION 8: Any employee wishing to leave the City service in good standing shall file with his/her department head, at least two weeks before leaving, a written resignation stating the date the resignation shall become effective and the reason for leaving. Failure to comply with this procedure may be considered cause for denying the employee future employment by the City. Unauthorized absence from work for a period of three working days may be considered by the department head a resignation. Department heads shall forward all notices to the Human Resources Director immediately upon receipt.

SECTION 9: Departmental seniority shall be considered (but shall not be determinative) in assigning shifts and days off. The parties agree that the final decision with regard to assigning days

off and shifts will lie within the discretion of the City; however, the City's decision in this regard will be neither arbitrary nor capricious.

SECTION 10: In the event a bargaining unit employee is assigned to their job division/classification, and is transferred at the City's request, said employee shall retain his/her seniority within ninety (90) days if said employee is transferred back to their original division/classification.

ARTICLE 18

VOTING

The City agrees to permit employees reasonable time off to vote, not to exceed one (1) hour during City only elections if resident of the City of Pompano Beach provided the employee requesting the time off is a registered voter and the election is being held in the employee's district. Compensation for the voting time must not exceed one (1) hour and shall be computed at the employee's straight time rate of pay.

ARTICLE 19

PERSONNEL RULES AND ORDINANCES

SECTION 1: The parties agree that the City, whenever it deems it necessary, may make amendments, additions or deletions to its Personnel Rules and Ordinances. The City shall provide the Union a copy of each City Commission agenda at the City Manager's Office each Friday before the Tuesday Commission meetings for their review of agenda items. Back up material for each item of interest will also be provided at the Union's request. Union representatives will be granted time during the course of the normal working hours to go to City to pick up an agenda. Should the Union express its written opposition or modification to said amendment, addition or deletion, the City Manager agrees to meet with the Union to permit input into the proposed ordinance before submission to the Commission for a final vote.

SECTION 2: The City shall provide the Federation a copy of all bargaining unit job descriptions upon request.

ARTICLE 20

MISCELLANEOUS

SECTION 1: If the City decides to subcontract unit work, the City agrees to advise the Federation and each affected employee of its decision at least thirty (30) calendar days before the effective date of the subcontracting. It is further agreed that the parties shall impact bargain over the effect that the City's decision to subcontract will have on unit employees. If the parties are unable to reach agreement after negotiations then the affected employees shall be given all rights as described in Article 20 of this Agreement.

SECTION 2: The length of an employee's probationary period shall be one (1) year unless extended as provided for in Article 24. Union membership is permitted during the employee's probationary period and the terms of this Agreement shall apply to those probationary employees except for discipline and discharge.

SECTION 3: During the term of this Agreement, the City may employ permanent part-time employees in any unit position, and the City may also employ temporary, intermittent, or seasonal employees on a temporary basis in a unit position, and the parties also agree that all such employees shall be excluded from all provisions of this Agreement.

SECTION 4: A shift differential will be provided to bargaining unit employees in the Utilities Department classified as Utilities Treatment Plant Operator I, Utilities Treatment Operator II and Utilities Chief Operator in the following manner:

1. Utilities Treatment Plant Operator I, Utilities Treatment Operator II and Utilities Chief Operator employees assigned to work the afternoon shift (i.e., 2:00pm to 12:00am) will be paid an additional \$50.00 per pay period; and
2. Utilities Treatment Plant Operator I, Utilities Treatment Operator II and Utilities Chief Operator employees assigned to work the midnight shift (i.e., 10:00pm to 8:00am) will be paid an additional \$75.00 per pay period.

ARTICLE 21

TUITION REFUND

The City agrees to provide a “Tuition Refund Program” as set forth in the City Code of Ordinances and as may be amended by the City Commission.

ARTICLE 22

GROUP INSURANCE

SECTION 1: The City agrees to provide City-sponsored major medical group insurance coverage during the term of this Agreement with the amount of the deductible ~~at two hundred and fifty (\$250) dollars. Effective October 1, 2018, the deductible shall be changed~~ for the PPO plan to at \$500.00 for single coverage and ~~to~~ at \$750.00 for dependent coverage, and the deductible for the HMO plan shall remain at \$250.00.

SECTION 2: The City will pay 100% of the full single coverage premium for employees covered by the City's group hospitalization plan, including any increases in said premium.

SECTION 3: The City will pay 50% of the premium for dependent coverage for employees covered by the City's group hospitalization plan who elect said dependent coverage, including 50% of the cost of any increases in said premium.

SECTION 4: The City agrees to maintain an Employee Health Insurance Advisory Committee. Duties of this committee shall be to conduct reviews of the operation and soundness of the adopted health insurance plan when requested to do so by the City Manager or the City Commission, to make appropriate recommendations and to perform such other functions as may be assigned from time to time by the City Manager or City Commission. Membership of the Employee Health Insurance Advisory Committee shall consist of the Risk Manager, one representative from each of the two bargaining units, one representative from the non-bargaining employees and one citizen of Pompano Beach appointed by the City Commission. Terms of members other than the Risk Manager shall be one year.



SECTION 5: Whenever the City determines that it is necessary to change insurance companies and to change the type or level of benefits, the City will give as much advance notice as is practicable to the Union and the insurance committee.

SECTION 6: The City and Union may unilaterally reopen this Article for negotiations in the event that it reasonably expects that the cost of maintaining the existing coverage will increase more than ten (10%) over the following year.

ARTICLE 23

SEVERABILITY CLAUSE

Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and SECTIONS of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

## ARTICLE 24

### PROBATIONARY PERIOD

SECTION 1: The standard probationary period for all new employees will be twelve (12) months from the date that the employee begins working as a paid full-time employee of the City. Upon the expiration of this time period the City Manager, or a designee, shall either: (1) approve, in writing, retention of the employee, at which time the employee shall be granted regular status; or (2) in the event the City Manager shall fail to approve retention of the employee, the employee shall automatically be separated from employment with the City, said separation being absolutely final, with no rights of appeal to any authority, including the grievance/arbitration procedure contained herein.

SECTION 2: The probationary period for all full-time employees shall be for one (1) year from the date of hire, unless extended at the request of the Department Director with approval by the City Manager. Such request for extension of an employee's probationary period shall not be arbitrary or capricious, and shall require a detailed explanation of the reason(s) for the request. It shall be further understood that the extension of the probationary period shall not exceed ninety (90) days.

Notwithstanding the above, probationary employees on approved leaves with or without pay in excess of thirty calendar days during their probationary period shall have their probationary period extended by the same length of time as the entire leave of absence.

SECTION 3: During an employee's initial or extended probationary period he serves at the will and pleasure of the City. Accordingly, no probationary employee may grieve, or otherwise challenge, any decision involving discipline or discharge. Probationary employees may otherwise utilize the grievance/arbitration procedure.

SECTION 4: In the event any employee receives a promotion from a lower to a higher position, that employee shall serve a probationary period of twelve (12) months from the date of promotion. Upon the expiration of this time period, the City Manager or his designee, can approve retention of the employee in the position to which he was promoted. In the event the City Manager fails to approve retention of the employee in the position to which he was promoted, the employee shall automatically revert to the former lower (or similar vacant) position, without loss of rights or benefits. Such reversion shall be final with no rights of appeal to any authority including the grievance/arbitration procedure.

## ARTICLE 25

### DRUG AND ALCOHOL TESTING

SECTION 1: The City and the Union recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and the general public at large.

SECTION 2: Using, possessing, soliciting, buying, selling or being under the influence of alcohol, drugs or controlled substances while at work is prohibited. Employees are further prohibited from consuming drugs or controlled substance on or off duty, from consuming alcohol on duty, and/or from using or abusing alcohol off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.

SECTION 3: The City may require any employee to submit to a blood analysis, urine analysis, intoxalyzer, hair analysis or other testing method when it has a reasonable suspicion that an employee is in violation of the provisions of SECTION 2, above. Reasonable suspicion includes, but is not limited to, the following:

1. Observable phenomena while at work, such as direct observation of drug use or the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;
2. Abnormal conduct or erratic behavior while at work or a general deterioration in work performance;
3. A report of an employee using drugs, controlled substances or alcohol, provided by a reliable and credible source;

4. Evidence that an individual has tampered with a test administered under this Article during his employment with the City;
5. Information that an employee has caused, or contributed to, an accident while at work; or
6. Evidence that an employee has, during his employment, violated the provisions of SECTION 2, above.

Whenever a supervisor determines that there is reasonable suspicion to require an employee to submit to drug and/or alcohol testing under this Article the supervisor will obtain a concurring opinion from another supervisor prior to requiring the employee to submit to the drug and/or alcohol test.

SECTION 4: The City may (in addition to reasonable suspicion testing pursuant to SECTION 3) require: (1) employees who physically work in the Water Plant; (2) Lifeguards; (3) employees required to possess a commercial driver's license and/or who are covered by Federal regulations requiring drug/alcohol testing to submit to a blood analysis, urine analysis, intoxalyzer, hair analysis or other testing method on a random basis. Up to twenty-five percent (25%) (or a higher number if required by Federal law or regulations) of said employees may be required to submit to random testing each fiscal year.

SECTION 5: The type and method of testing under this Article will be determined by the City, in its sole and exclusive discretion. However, the City agrees to use a split sample method for testing. Currently, the City will utilize the EMIT screening test with the GC/MS confirmatory test. However, in the event the tests change due to improved technology the City agrees that it will utilize a screening as well as a confirmatory test.

SECTION 6: The standards to be used for employee drug testing are as follows:

DRUG TESTING STANDARDS

Drug/Metabolite Test	Screening Test	Confirmation
Amphetamines	1,000 ng/m	500 g/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine	300 ng/ml	150 ng/ml
Marijuana	50 ng/m	15 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Opiates	2000 ng/ml	2000ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
MDMA, MDEA & MDA (Ecstasy)	500 ng/ml	250/ml

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%, or such other level if so specified by state and/or federal regulations.

SECTION 8: Employees who have a confirmed positive drug or positive alcohol test as a result of reasonable suspicion or random testing, as that term has been defined in this Article, may be disciplined, up to and including discharge. The employer may, if the circumstances so warrant, offer rehabilitation. Therefore, attendance at an accredited drug/alcohol rehabilitation program (including any after-care program) will be at the employee's expense.

SECTION 9: The parties agree that an employee's refusal to submit to testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal.

SECTION 10: Whenever employees are requested to undergo random testing for drugs or alcohol, the City shall allow a Federation representative to observe the testing provided that this shall in no way delay the testing procedure and the observation shall not interfere with the testing process. Notification of the Federation's representative of the time, date and location of the testing shall NOT be a responsibility of the City.



ARTICLE 26

PROMOTIONS

The Federation and the City agree that the City has the exclusive right to select, hire, promote and evaluate employee qualifications as well as all other rights set forth in Article 4. Although the City is not willing to subordinate any of its rights, the City and the Federation agree that the promotion of bargaining unit employees may be subject to review and approval above the Department level. Seniority shall be considered as one of many factors considered in promotional decisions which shall not be subject to arbitration. The City and the Federation mutually agree that bargaining unit employees who apply for promotion to other positions in the bargaining unit and who are not selected, may appeal the selection of another employee for the promotion. Such appeal may be made directly to the City Manager under the provisions as set forth in Article 3. The decision of the City Manager on such appeals shall be final and the Federation and the City expressly and specifically agree the decision of the City Manager shall not be the subject of arbitration.

ARTICLE 27

PENSION

SECTION 1: The City and Union agree that the retirement benefits and employee contributions for all bargaining unit members shall be as provided in the City of Pompano Beach General Employees' Retirement Plan ("Retirement Plan" or "Plan"), codified in Chapter 34, sections 34.010 through 34.040, City Code of Ordinances, except as amended in accordance with this Article.

The Plan changes provided below shall take effect on the effective date of the ordinance implementing the changes ("Effective Date"), except as otherwise specifically provided herein.

SECTION 2: Effective October 1, 2021, the pension multiplier/normal retirement benefit will be increased from 2.75% to 3.0% of average monthly earnings for all service earned by all active Tier I members and Tier II members who pay the additional 3% member contribution (total 10% member contribution), for all future and past years of service in accordance with Article 27, Section 3B below.

SECTION 3: Effective October 1, 2021, annual pension benefits shall be increased by a "fixed" (guaranteed) percentage equal to 3%. In addition to the "fixed" increase, pension benefits shall be increased by a "variable" percentage, in an amount certified by the pension plan actuary as supportable and funded solely by the pension plan assets, but not more than 1%. The "variable" component of the cost-of-living adjustment may be granted only when the plan is sufficiently funded and only if all other provisions of this section are satisfied. The sum of the "fixed" and "variable" portions of the adjustment shall not exceed 4% per year, nor be less than 3%.

SECTION 4 ~~2~~: The Retirement Plan ~~was previously shall be~~ amended as follows by Ordinance No. 2021-31, as provided below. Ordinance 2021-31 took effect on December 8, 2020

(the “Effective Date” as used in this Section 3).

A. For bargaining unit members hired on or after June 8, 2011 (“Tier II members”) who pay the additional 3% member contribution in accordance with subsection B below, the following benefit changes shall apply:

1. The definition of “Average Monthly Earnings” for Tier II members shall be the same as the definition of average monthly earnings for members hired before June 8, 2011 (“Tier I members”): one thirty-sixth of the earnings paid for the highest completed 78 bi-weekly pay periods preceding the actual retirement or termination date of a member times 1.0048.
2. The normal retirement benefit for Tier II members shall be the same as the normal retirement benefit for Tier I members: 2.75% of average monthly earnings for all years of service, except as increased above in Article 27, Section 2 of the 2021-2024 Agreement.
3. The fixed cost of living adjustment (COLA) for Tier II members shall be the same as the fixed COLA for Tier I members: ~~2~~ 3% annual increase commencing one year after retirement.

B. The benefit changes in subsection A above shall apply to all Tier II bargaining unit members who make a 10% member contribution for all future and past years of service in accordance with this subsection. Tier II members who are employed and not participating in the DROP on the Effective Date, will prospectively receive the benefit changes in subsection A above for all future service after the Effective Date and shall contribute 10% of earnings for all future service after the Effective Date. To receive Tier I benefits for any past service, Tier II

members must make an additional 3% contribution for all past service retroactive to the member's date of hire (or the date the member became eligible for pension benefits as a Tier II employee, whichever came later) in any one or a combination of the following ways:

1. Cash lump sum payment (single payment).
2. Periodic cash lump sum payments over a period not exceeding the period of time the Tier II member was employed in Tier II before the Effective Date, in accordance with a payment schedule agreed to by the member and pension board. In no event may such periodic payments extend beyond a member's entry into the DROP or separation from city employment, whichever occurs first.
3. Direct transfer (rollover) from an IRA or another qualified retirement plan.
4. Payroll deduction from the member's earnings over a period not exceeding the period of time the Tier II member was employed in Tier II before the Effective Date. In no event may such payroll deductions extend beyond a member's entry into the DROP or separation from city employment, whichever occurs first.
5. For members with more than 160 hours of unused vacation leave or more than 320 hours of unused sick leave on December 31, 2020, a combined total of one hundred hours of unused vacation and/or sick leave may be applied toward the additional 3% member contribution for past service under the Retirement Plan. A member must elect to apply unused vacation and/or sick leave pursuant to this paragraph no later than ~~January 31, 2021~~ July 20, 2022. Such election shall be irrevocable. The application of unused vacation and/or sick leave pursuant to this paragraph is intended to be pre-tax if possible, but in any event will be subject to IRS

requirements.

It is understood and agreed that all payments for the additional 3% member contribution for past service under the Retirement Plan for Tier II members who elect to make such payments must be paid in full before a member enters the DROP or separates from city employment, whichever occurs first. In the event a member has not paid the additional 3% member contribution, in full, before the member enters the DROP or separates from city employment, whichever occurs first, all additional past service contributions shall be refunded to the member, without interest, and the member's retirement benefit for the member's past service worked in Tier II before the Effective Date shall be calculated in accordance with the Plan provisions in effect for Tier II members before the changes contained in this Article are implemented. Tier II members who do not pay the full additional 3% contribution for past service shall receive a retirement benefit calculated for past service worked in Tier II before the Effective Date in accordance with the Plan provisions in effect for Tier II members before the changes contained in this Article are implemented.

C. Deferred Retirement Option Plan (DROP)

1. The Deferred Retirement Option Plan shall be amended to provide that members who enter the DROP at age 55 or older with at least 20 years of service on or after the Effective Date may participate in the DROP for a maximum of 96 months. Such members must agree to terminate city employment no later than the end of the designated DROP period, and shall comply with all other DROP requirements provided in the Plan. Members with at least 20 years of service who are participating in the DROP on the Effective Date may elect to extend their DROP participation

period by up to a maximum of 96 months from date of DROP entry. Members who elect to extend their DROP participation must submit a completed DROP extension form to the city and pension board by January 31, 2021 and agree to terminate city employment no later than the end of the extended DROP period, and shall comply with all other DROP requirements provided in the Plan.

2. For members who enter the DROP on or after the Effective Date, the city will calculate the member's accrued sick and vacation leave payout utilizing existing payout formulas. The city will divide the member's leave payout into five equal portions, and will pay those five portions to the member over the next four years based on the following schedule: the first 2/5ths will be paid on the member's 1st DROP anniversary date and the remaining 3/5ths will be paid in 1/5th increments that will be made on the member's 2nd, 3rd and 4th DROP participation anniversary dates. However, should the member terminate participation in the DROP and terminate city employment before the full 60 months, the remainder of the member's leave payout shall be paid to the member upon termination.

#### D. Purchase of Pension Service Credit

1. Members who are eligible to retire or enter the DROP (i.e., age 55 with 20 years of service or age 62 with 3 years of service), but who have not yet elected to retire or enter the DROP, may elect to purchase additional service time needed to round-up his/her current year of service prior to retiring or entering the DROP. For example, an employee who has reached age 55 and who has 21 years and 7 months of service (and who has not yet retired or entered the DROP) may elect to purchase additional

service time to allow the employee to retire or enter the DROP with 22 years of service (for purposes of collecting a greater retirement benefit). If a member elects to purchase additional service time, the member agrees to pay all costs, including the City's portion, prior to retiring or entering the DROP.

E. Buyback of Pension Service

1. Effective October 1, 2021, employees who voluntarily resign/terminate their employment with the City and are later re-employed by the City, may elect to purchase credit for their prior years of service upon re-entry/re-employment with the City. All costs associated with and due for the buyback of prior service credit, including the City's portion of any costs, shall be paid in full by the employee prior to the employee entering DROP or retiring from the City. If repayment in full is not made by the employee prior to the employee entering DROP or retiring from the City, any moneys paid pursuant to this section shall be refunded, plus interest at the rate set forth in § 34.025(F)(1) of the City of Pompano Beach Code of Ordinances, and there shall be no further opportunity to obtain credit for prior service.

ARTICLE 28

VOLUNTARY EMPLOYEE BENEFIT ASSOCIATION (VEBA)

- A. The City and the Union agree to create and maintain a VEBA Trust Fund to offset allowable retiree health expenses of all regular full-time general employees as allowed under IRS regulations [IRC Section 501 (c) (9)] and approved by the designated VEBA Board of Trustees. The composition of the VEBA Board of Trustees shall be established by mutual agreement of the City and the Union. The City and the Union agree that the City will have no liability or responsibility for any of the expenses or benefits of the fund. The Union will hold the City harmless in all matters regarding the VEBA Trust Fund.
  
- B. The City agrees to allocate on an ongoing basis, a percentage of the base bi-weekly salary to the VEBA Trust Fund beginning on the following schedule.
  - 1. 1.5% on the first full pay period following establishment and approval of the VEBA Trust Fund by the IRS.
  
  - 2. An additional 0.75% effective the first full pay period on or after October 1, 2015
  
- C. The VEBA Trust Fund shall provide benefits to all regular full-time general employees from individual employee accounts regardless of bargaining unit status or membership in accordance with rules adopted thereafter by the Board of Trustees and which are in compliance with IRS regulations.
  
- D. The City's contribution to the VEBA Trust Fund shall be made within ten days after each payday once the Fund has been established and approved by the Internal Revenue Service.
  
- E. Covered employees may also direct payouts of any portion of sick and vacation leaves at termination, DROP entry or retirement into the VEBA Trust Fund.
  
- F. **Transfer of Sick Leave and Vacation Leave accrued during DROP:** Effective after ratification of the 2020-2021 Agreement by the City Commission, upon separation of employment of DROP participants after such ratification date, the value of unused sick and/or vacation leave of each DROP participant that was accrued during DROP shall be transferred to the VEBA as provided below:
  - 1. The value (as determined/averaged below) of up to a maximum of 960 hours of sick leave and up to a maximum of 400 hours of vacation leave that an employee actually accrued while participating in DROP (not to include any prior accruals earned before entering the DROP, if any was carried forward into DROP), will be transferred to the employee's individual VEBA account at the time the employee separates, in good standing, from City employment at the end of the employee's DROP participation.



2. The value of this sick leave and/or vacation leave that is transferred to the VEBA shall be determined based on the employee's average hourly base-pay rate over the period of time the employee participated in the DROP (e.g., the average of the employee's hourly base-pay rate over the past ninety-six (96) months if the employee participated in a full eight (8) years of the DROP or over the past sixty (60) months if the employee participated in a full five (5) years of the DROP, or the average hourly base-pay rate over the lesser time/months the employee actually participated in the DROP for an employee who voluntarily separates from the City before completing the maximum years of DROP).
  
3. Any accrued sick and/or vacation leave that is not transferred to the employee's individual VEBA account under this section shall be forfeited as provided in Section 34.0263, of the City Code, which states that "at the member's conclusion of participating in the DROP, the member shall forfeit all unused sick and annual leave and thus will not be compensated for any portion of said leave."

TERM OF AGREEMENT

SECTION 1: Except as provided in any specific section, this Agreement will become effective on October 1, ~~2020~~ 2021, and shall remain in full force and effect through and including September 30, ~~2021~~ 2024.

SECTION 2: On or before May 1, ~~2021~~ 2024 the Union shall notify the City, in writing, of its intention to negotiate a new Agreement, and the Union shall attach to said notice a list of proposals which shall inform the City of the items it desires to negotiate.

FEDERATION OF PUBLIC  
EMPLOYEES

CITY OF POMPANO BEACH,  
FLORIDA

\_\_\_\_\_  
Divisional President

\_\_\_\_\_  
Mayor

\_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_

\_\_\_\_\_  
Human Resources Director

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Negotiating Committee for the  
Federation of Public Employees

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Attorney