

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE CITY OF DANIA BEACH**

**AND**

**AFSCME FLORIDA COUNCIL 79, AFL-CIO  
LOCAL 3535**

**OCTOBER 1, 2012**

**Through**

**SEPTEMBER 30, 2013**

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APPENDIX A: PAY AND GRADE TABLE

**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 of Dania Beach, hereafter known as the “Employer” or “City” and AFSCME Florida Council 79, AFL-CIO, Local 3535 hereafter known as the “Union”; and

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety, protection, and comfort of the citizens of Dania Beach, Florida; 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, 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 hereof, the said parties hereby agree as follows.

## ARTICLE1

### DEFINITIONS

1. **UNION** shall hereinafter mean (**American Federation of State, County, and Municipal employees**) **AFSCME Florida Council 79, AFL-CIO, Local 3535** as evidenced by Amended Order # 89E-291, Public Employees Relations Commission, October 9, 1989.
2. **CITY/EMPLOYER** shall hereinafter mean the **City of Dania Beach**.
3. **AGENCYHEAD** shall mean the City Manager of the City of Dania Beach.
4. **TERM OF AGREEMENT** shall mean the duration of the contract as defined by beginning and ending dates.
5. **STRIKE** shall mean the concerted failure to report for duty; the concerted absence from one's position; the concerted stoppage of work; the concerted submission of resignations; the concerted use of sick leave; boycotting or disruptively demonstrating by any employee or employee group; or the concerted abstinence in whole or in part from the full, faithful and proper performance of duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment. This section shall not preclude lawful and peaceful picketing.
6. **SENIORITY** shall mean total amount of continuous service to the City.
7. **CALL BACK** is when an employee is called to return to work from home not on his/her regularly assigned shift.

## ARTICLE 2

**RECOGNITION**

2.1 The City of Dania Beach hereby recognizes AFSCME Florida Council 79, AFL-CIO, Local 3535 as the exclusive Bargaining Agent for the employees occupying the job classifications set forth in Certification Number 590 granted by the Public Employees Relations Commission on October 9, 1989 and as revised in the Public Employees Relations Commission (“PERC”) Final Order 04E-024, dated January 21, 2004 as set forth below.

Accounting Specialist	Marine Safety Officer
Accounting Technician I and II	Meter Reader
Administrative Coordinator	Occupational Licensing Coordinator
Administrative Specialist I and II	Occupational License Specialist
Administrative Technician	Payroll and Benefits Coordinator
Administrative Assistant	Permit Service Specialist
Building Inspector	Permit Service Clerk
Cemetery Caretaker	Planning Associate
Chief Electrical Inspector	Pool Lifeguard
Chief Plumbing Inspector	Purchasing Agent
Customer Service Representative	Purchasing and Contract Coordinator
Custodian	Recreation Assistant I and II
CSA/Parking Enforcement Specialist	Recreation Attendant
Crew Leader	Recreation Leader
Code Inspector	Technical Support Specialist
Fleet Mechanic/Service Coordinator	Trades Maintenance Supervisor
Grants Coordinator	Trades Mechanic I and II
Irrigation Mechanic	Treatment Plan Operator Trainee
Landscape/Grounds Technician I and II	Treatment Plant Operator “B”
Maintenance Worker/Equipment Operator I, II and III	Treatment Plant Operator “C”
Marine Safety Lieutenant	Utilities Service Worker
	Utilities Mechanic

2.2 Any modifications, subtractions, or additions to the City classification after the January 2004 PERC certification order are hereby subject to mutual agreement by the Union and the City Human Resource Director before said classification may be included or excluded from the Bargaining Unit. If the parties cannot mutually agree on inclusion/exclusion of the new classification, said classification will be referred to the Public Employee Relations Committee for certification.

**ARTICLE 3**  
**MANAGEMENT RIGHTS**

- 3.1 Unless otherwise provided in this Agreement, the public employer shall have the right to determine the purpose of each of its constituent departments; determine standards of service to the public, and exercise control over its organization and operation.
- 3.2 The public employer further reserves the right to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of a lack of work or other legitimate reason, provided the exercise of said rights does not prevent employees or their representatives from filing grievances should the exercising of said rights have the practical effect of violating the terms and conditions of employment.
- 3.3 The City specifically and clearly reserves the exclusive right to manage, direct and program the operations of City Government.
- 3.4 The City does reserve the exclusive right to hire, fire, discipline, transfer, layoff and promote its employees.
- 3.5 The City shall determine the number of work hours, shifts, pay rate and job assignments of its employees and further reserves the right to subcontract, expand, assign or cease any job, division or department, providing that this article is consistent with other articles of this Agreement and Civil Service Rules, as amended.

**ARTICLE 4**  
**UNION RIGHTS**



- 4.1 The City agrees that Union officials on employer's premises, and with no loss of pay, shall be allowed to:
- (a) transmit written communications to the employer authorized by Union officials;
  - (b) consult with the employer on matters mutually agreed to at reasonable times.

It is agreed that the above provisions will be handled in a timely and expeditious manner and will not be abused nor hamper the efficient operation of any department or employee within City government.

- 4.2 The City further agrees that Union members on employer's premises in non-working areas during their non-working hours, shall be allowed to:
- (a) distribute Union literature during employee's official non-working time;
  - (b) solicit Union membership during employee's official non-working time;
  - (c) post Union notices on appropriate bulletin boards.

## **ARTICLE 5**

### **NON-DISCRIMINATION CLAUSE**

- 5.1 The City and the Union agree that the basic intent of the Agreement is to provide a harmonious working relationship between the City and the Union.
  
- 5.2 It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.
  
- 5.3 Neither the City of Dania Beach nor the Union will discriminate against employees covered by this Agreement as to membership or representation because of race, color, creed, sex, age, national origin, or disability status.
  
- 5.4 The Union agrees that no officer, agent, representatives or members of the Union will coerce or intimidate any employee into joining the Union. The Union further agrees that it will not interfere with or condone any interference with the free and unrestricted right of any employee of the City to enter and leave City property.
  
- 5.5 Refusal by the Union to process a grievance for an employee who is not a member of the Union shall not be considered discriminatory.

## **ARTICLE 6**

### **NO STRIKE**

- 6.1 No employee or employee organization may participate in a strike against the City of Dania Beach by instigation or supporting in any manner, a strike. "Strike" shall be as defined in Article 1 - Definitions.
  
- 6.2 This section shall not preclude lawful and peaceful picketing, provided said picketing does not interfere with the normal, smooth, efficient operations of any department or division within City Government.

## **ARTICLE 7**

### **DUES CHECK OFF**

- 7.1 The City shall deduct dues from the wages of its employees upon written authorization of the employees of the Union. Any employee covered by this Agreement may authorize a payroll deduction for the purpose of paying Union dues.
- 7.2 The Union will notify the City as to the amount of dues. Such notification to the City shall be in writing and from an official of the Union. Changes in Union membership dues will similarly be certified to the City at least thirty (30) days prior to the effective date of the change.
- 7.3 The amounts deducted pursuant to such authorization shall be payable to AFSCME Florida Council 79, AFL-CIO transmitted once each month to AFSCME Florida Council 79, AFL-CIO, 3064 Highland Oaks Terrace, Tallahassee, Fl 32301, along with a list of names of employees from whom the deductions are made.
- 7.4 Authorization for such deductions shall be revocable thirty- (30) day after written notice to the City and to the Union by the employees involved.
- 7.5 The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments, brought or issued against the City as a result of any action taken or not taken by the City under the provision of this section.

## **ARTICLE 8**

### **UNION BUSINESS**

- 8.1 The Union President, officers, stewards, and/or a representative of same, shall be afforded time off from work with pay to attend any and all meetings held during working hours by the City Commission, or meetings with City Administrators that relate to joint City and Union business.
  
- 8.2 Sufficient notice of such meetings shall be given to the appropriate supervisor, and supervisor approval shall not be arbitrarily withheld and/or denied.

## **ARTICLE 9**

### **UNION STEWARDS**

- 9.1 The Union stewards shall be appointed by the Union from each of the designated locations to represent employees in that specific location and shift.
- 9.2 The Union will select a Chief Steward who shall be permitted to process grievances and perform other Union business at any work site when the assigned steward is absent or if no steward has been assigned to an area. The Chief Steward shall process grievances of steward(s). The President of the Local or his/her designee shall advise the City's Human Resource Director, in writing of the names of the stewards (and their assignments), the Chief Steward, and all other officers of the Local.
- 9.3 Neither stewards nor Union representatives shall conduct any Union business during working time, except as provided elsewhere in this Agreement.
- 9.4 The Union agrees that non-employee, steward or any other person or persons shall not solicit membership or non-membership, discuss Union matters, or distribute Union materials during working hours nor shall such Union business interfere with the work assignment of the steward involved or the work assignment of other employees.
- 9.5 Where a Representative of the Union other than an employee enters the City's property or buildings to investigate a grievance or carry out official Union business, the

Representative shall notify the City's Human Resource Director, in writing (email is acceptable) of such visit.

## **ARTICLE 10**

### **ORIENTATION PROGRAM**

10.1 The City will provide an orientation and job description to all new employees in a timely manner. The City will provide the union with a list of all new employees and their work locations upon request. The City will provide the Local Union President with a schedule of orientation programs for the purpose of advising new hires of their option to join the Union.



## **ARTICLE 11**

### **PHYSICAL EXAMINATIONS**

11.1 The City agrees to pay up to \$500 for the cost of annual voluntary physical exams according to the following schedule:

100% for persons over age 40 on an annual basis.

100% for persons under age 40 on a biannual basis.

80% for persons under age 40 on an annual basis

11.2 Alternatively, if the employee wishes to undergo a medical body scan, the employee may use the allowance for physicals towards the cost of a body scan.

11.3 No deductibles shall apply to the above benefit.

11.4 This dollar benefit is inclusive of all lab work, x-rays, etc.

11.5 If annual exams or body scans are covered under the City's health plan, the City will reimburse only those amounts not covered by the health plan up to the maximum limits stated above.

## ARTICLE 12

### WORKWEEK, BREAKS AND OVERTIME

- 12.1 Forty (40) hours shall constitute a normal workweek for an employee covered by this Agreement. Nothing herein shall guarantee an employee payment for a forty (40) hour workweek unless the employee actually works forty (40) hours.
- 12.2. Employees will be provided a one hour, unpaid lunch break and two (2) paid 15 minute breaks each day. Employees may use this time for a smoking break, snack, for personal phone calls or for any reasonable personal use. Employees hired after the date of the ratification may not use the two (2) fifteen minutes breaks at the end of the workday. With advance approval from their department managers, employees may flex their time, provided it is not done on a daily basis and provided the grant of flex-time does not impact the workflow.
- 12.3 Employees covered hereunder shall be paid time and one-half the regular rate for actual work performed in excess of forty (40) hours in a workweek. For purposes of computing eligibility for overtime compensation, the two (2) fifteen minutes breaks shall be considered as time worked. Sick leave will not count toward hours worked for overtime pay purposes. The City agrees that, at the option of the employee, and with the approval of the Department Head or designee, actual hours worked in excess of the regular forty (40) hour workweek may be compensated to the employees in the form of compensatory leave at the rate of one and one-half (1-1/2) hours for each hour worked in excess of the

regular forty (40) hour workweek. There will be a maximum accumulation of 80 hours of “comp time”. Recognizing that the City has an obligation to provide sufficient manpower, accrued compensatory leave may only be utilized at a time (or times) approved by the Department Head. Upon separation, an employee’s compensatory time will be paid out at 100%.

12.4. The City will make every effort to distribute overtime in an equitable manner, provided individuals are qualified for such overtime assignments. Although temporary imbalances in the distribution of overtime may occur, nothing in this Article shall be construed as alleviating the continued intent of department management to distribute overtime equitably over an extended period of time. An employee who refuses overtime will be rotated to the bottom of the list (as if he/she had worked) and the refusal will be recorded for purposes of ensuring equitable opportunity. Department management will maintain overtime records and will make such recorded information available to a Union representative upon request. The City and the Union agree that the City shall have the sole and exclusive right to authorize and assign overtime work and compensation. When circumstances permit, the City shall endeavor to provide advance notice when assigning overtime work to employees.

12.5. In the case of a regular or non-temporary change, the City agrees that it will provide a minimum of ten (10) calendar days notice to affected employees before any such change takes effect, unless otherwise agreed to, or in emergency situations.

- 12.6. An employee who is called to work outside the employee's regular work schedule shall receive call-out pay with a minimum guarantee of three (3) hours pay at time and one-half the employee's regular rate of pay, provided such work does not immediately precede or immediately extend the employee's regularly assigned work shift. Employees called out more than one (1) time on the same day will be paid for subsequent call outs on that day at the rate of time and one-half of the employee's regular rate of pay for each hour worked, with a minimum of one hour, provided that, if the second call-out is more than eight (8) hours after the first call-out, then the employee will receive the guaranteed minimum for both call-outs.
- 12.7 "Stand by" is assigned on a weekly basis. An employee who is assigned to "stand-by" status will receive a total of three hours of pay at their regular rate of pay for that assignment.
- 12.8. In the event of a Tropical Storm Watch/Warning or Hurricane Watch/Warning being issued by the National Weather Service, on-duty personnel who are subject to having their work shift extended for overtime purposes shall be permitted up to three (3) hours of on-duty time to report to their residence for the purpose of making final preparations or evacuations for storm protection. Scheduled time off shall be at the discretion of the Department Director in order to maintain departmental operations.
- 12.9. Failure to report for mandatory overtime, when ordered, may result in disciplinary action up to and including termination for cause.

12.10 Upon separation, an employee's compensatory time shall be paid out at one hundred percent.

## **ARTICLE 13**

### **WORK RULES**

- 13.1 The City will provide the Union with a copy of any written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement, before the rules go into effect. This does not limit management right to formulate, amend, revise and implement City department policy, rules and regulations, provided, however, that such formulation, amendment, revision and/or implementation is neither arbitrary or capricious.

## ARTICLE 14

### DISCIPLINE AND DISCHARGE

- 14.1 All employees with permanent or non-permanent status with the City, may be disciplined for “Just Cause”. “Just Cause” may be defined to mean definite proof of alleged employee misconduct in regard to job duties, work hours, ethical practice, violation of the Civil Service Administrative Code, insubordination, or any other written department or City policy.
- 14.2 The City shall adhere to a policy of progressive discipline, except in situations that are so egregious or in situations where the misconduct is so contrary to the public interest that immediate dismissal may be the only appropriate disciplinary measure. Progressive discipline will involve Verbal Consultation, Written Reprimand, Final Written Warning, Suspension (with or without pay), Dismissal.
- 14.3 (a) Employees charged with a felony offense or with illegal conduct against a co-worker that has a nexus to their job duties with the City shall be placed on administrative leave without pay until final disposition of the criminal charges. An employee who is convicted of or who pleads guilty or no contest to a felony as part of a negotiated plea shall be terminated from their employment with the City.
- (b) An employee placed on administrative leave without pay under this provision may use accrued leave during the period of administrative leave. If the employee is found innocent following trial, or if the prosecutor drops the charges, the employee and his/her leave time used will be reinstated.
- (c) An employee who is arrested must report the arrest to the City Manager within forty-eight (48) hours of arrest, or as soon as possible thereafter.

14.3 The employee being disciplined may ask for a Union representative to be present at any step of the process outlined above.



**ARTICLE 15**  
**GRIEVANCE PROCEDURES**

15.1 This grievance procedure is the exclusive method of resolving disputes relating to the application and interpretation of this agreement.

15.2 Any claim by an employee, group or class of employee-members of the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order or regulation of the City deemed to be in violation of the Agreement, may be processed as a grievance as hereinafter provided. Grievances shall be set forth in the space provided on the grievance form, a complete statement of the grievance and the facts upon which it is based, together with the sections of this agreement claimed to have been violated and the remedy or correction requested.

15.3 **STEPS FOR FILING GRIEVANCE**

STEP 1: The grievant shall present orally his grievance to his immediate supervisor within five (5) working days of the occurrence or knowledge of the occurrence of the action giving rise to the grievance. A union steward or union representative may be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate such decision verbally to the grievant, within five (5) working days from the date the grievance was presented to him/her.

Step 2. If the grievance is not settled at the first step, within five (5) working days from the date of the decision in Step 1, the grievant shall reduce the grievance to writing on the standard grievance form provided by the Union and present it to the department head or their designee. The department head or their

designee shall investigate the alleged grievance and shall within five (5) working days of receipt of the written grievance, conduct a meeting between themselves, their representative if needed, and the grievant. The grievant may be accompanied at this meeting by a union representative. The department head or their designee shall notify the aggrieved employee in writing of his decision not later than five (5) working days following the meeting date.

Step 3: If the decision reached in step 2 is not acceptable to the grievant, he/she may, within five (5) working days of the decision reached in step 2, present the written grievance to the Human Resources Director. The Human Resource Director shall investigate the alleged grievance and shall within five (5) working days following receipt of the written grievance, conduct a meeting between himself/herself, and/or his/her representatives if needed, and the aggrieved employee. The grievant may be accompanied at this meeting by a union representative. The Human Resource Director shall notify the aggrieved employee in writing of his/her decision not later than five (5) working days following the meeting date.

Step 4: If the decision reached in step 3 is not acceptable to the grievant, he/she may, within five (5) working days of the decision reached in Step 3, present the written grievance to the City Manager or his/her designee. The City Manager or his/her designee shall investigate the alleged grievance and shall within five (5) working days following receipt of the written grievance, conduct a meeting between himself/herself, his/her designee and/or his/her representatives, if needed, and the aggrieved employee. The grievant may be accompanied at this meeting by a union representative. The City Manager shall notify the aggrieved employee in writing of his/her decision not later than five (5) working days following the meeting date.

15.4 All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing. Any grievance not processed by the Union in accordance with the time limits provided in each step of the article, shall be considered conclusively abandoned. Any grievance not processed by the City within the time limits provided herein, shall be automatically advanced to the next higher step in the grievance procedure.

15.5 Additional Provisions:

A. A group/class grievance shall be presented at Step 3 in writing, within ten (10) working days of the occurrence of the events which give rise to the grievance. The grievance shall be signed by the aggrieved employees or the Union president or the authorized union representative.

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

15.6 If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration.

15.7. ARBITRATION PROCEDURE:

- A. When either of the parties desire that an unresolved grievance be submitted to arbitration, the matter shall be referred to the Federal Mediation Conciliation Service with notification to the other party.
  
- B. The parties will select an arbitrator from a panel or panels of not less than seven (7) choices submitted by the Federal Mediation Conciliation Service (FMCS) within two (2) weeks after receipt of a panel of arbitrators. In the event that either party, before any striking of names occurs, feels that the panel submitted by FMCS is unsatisfactory, that party shall have the right to request one (1) additional panel. The arbitrator shall thereafter be selected from the panel of arbitrators supplied by FMCS by alternate striking of names until one (1) name remains. The Union shall strike the first name. The parties will thereupon notify the FMCS which will notify the arbitrator of the appointment.
  
- C. The arbitrator shall render a decision within thirty (30) days of the arbitration hearing or within thirty (30) days of the receipt of any written position of both parties.
  
- D. The expenses and fees of any arbitrator shall be borne equally by both parties.
  
- E. The decision of the arbitrator shall be final and binding on both parties.
  
- F. No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this agreement.

15.8 GENERAL PROVISIONS:

- A. Local 3535 American Federation of State, County and Municipal Employees, AFL-CIO, exercises rights granted under State Statute 447.401 and will not represent non-members of the union in the grievance procedure. Any union member, if they elect to, shall have union representation at any step of the grievance procedure and/or during disciplinary proceedings.
- B. For the purpose of this section, working day shall mean Monday through Friday, excluding holidays.
- C. The times indicated on all steps may be extended by mutual agreement.
- D. When a grievance is reduced to writing there shall be set forth therein:
  - 1. A complete statement of the grievance and the facts upon which it is based.
  - 2. The section or sections of this agreement that are alleged to have been violated; and
  - 3. The remedy or correction requested.

**ARTICLE 16 A**

**PAY AND CLASSIFICATION**

16A.1 The City shall establish and maintain, on a current basis, a Pay and Classification Plan for all employees in the City Service. The pay grades and corresponding salary ranges are attached as Appendix A, and subject to maintenance as described in section 16.4

16A.2 As part of the transition to the pay plan described in Appendix A, employees formerly entitled to annual longevity bonuses will receive a one time “roll-in” of their longevity into their base pay. In addition, the City agrees to a one time pro-rated payment to employees for longevity earned December 1, 2004 through the ratification date of this contract.

16A.3

16A.3 The Human Resource Director shall have the responsibility for proper and continuous maintenance of the Pay and Classification Plan. Changes in the duties and responsibilities of any position shall be reported to the Human Resources Director by the Department Head. All reclassification requests will be evaluated by the Human Resources Director and approved by the City Manager.

16A.4 All examinations and appointments for positions in the City service shall be covered by the Civil Service Administrative Code 2004, and any future amendments

**ARTICLE 16B**  
**PERFORMANCE EVALUATIONS**

- 16B.1 Employees will be eligible for written performance reviews annually on their anniversary date. For purposes of this article, anniversary date is defined as the employee's date of hire, or the date of their last classification change due to transfer, promotion, demotion, etc.
- 16B.2 Performance will be evaluated using the appropriate City prescribed form.
- 16B.3 Performance will be evaluated by the employee's immediate supervisor.
- 16B.4 Employees are required to sign the performance evaluation form and return it within ten (10) days of receipt.
- 16B.5 The employee may dispute the Supervisor's evaluation and should not be required to sign the performance evaluation until the dispute process is concluded.
- 16B.6 To dispute a performance evaluation, the employee must address his supervisor by:
- a) Putting in writing the particular rating/ratings that are being disputed;
  - b) Indicating the rating adjustment requested;
  - c) Providing specific objective statements to justify the adjustment.
- 16B.7 The Supervisor must provide a written response to the employee's dispute indicating whether the reconsideration is being granted or denied. If the reconsideration is denied, the Supervisor must provide specific objective statements to support the denial.

16B.8 The employee may accept the Supervisor's response and sign the evaluation, or request an appeal to the Department Director (or his/her designee). The Department Director (or his/her designee) will review the documentation and provide a written decision to approve or deny the reconsideration. The employee may accept the Department Director's response and sign the evaluation, or request an appeal to the Human Resource Director.

16B.9 The Human Resource Director will review the documentation and provide a written decision to approve or deny the reconsideration. This will be the final step in the appeals process. The employee will be required to sign the evaluation upon receipt of the Human Resource Director's response. All rebuttals and responses will be attached to the performance evaluation as part of the completed evaluation for the employee's personnel file.

16B.10 Employees who directly report to the Human Resource Director may appeal to the City Manager, who will render the final decision in writing.



**ARTICLE17**

**VACANCIES & TRANSFERS**

- 17.1 Vacancies and transfers shall be filled in accordance with Civil Service Administrative Code 2004 and any future amendments.

## **ARTICLE18**

### **WORKINGOUTOFCLASSIFICATION**

18.1 Employees designated by Department Heads, and with the written approval of the Human Resource Director, to temporarily serve in a regularly budgeted higher position shall be compensated as follows:

- a) If the employee serves for a period of four (4) hours or more, the employee shall receive compensation for the higher position for the total time of temporary service in that position, not to exceed a maximum of 10% additional compensation beyond their regular wages. Under no circumstances shall the total additional compensation exceed the pay grade for the temporary position.
  
- b) If the employee serves for a period of less than four (4) hours, the employee shall receive no additional compensation beyond the wages of regular classification.

**ARTICLE 19**  
**UNIFORMS**

- 19.1 The City agrees to supply uniforms to employees required to wear them and in accordance with the City's uniform policy. Employees are forbidden to wear City uniforms during activities other than those directly related to their jobs. Employees who start their work day dressed in an unclean uniform will be sent home for the day without pay.
- 19.2 Public Services Department personnel and Field Inspectors will be provided with quality safety shoes (up to \$150.00) annually by the City.
- 19.3 Uniforms are City property and must be returned to the City at separation.

## **ARTICLE 20**

### **SAFETY**

- 20.1 The City and the Union recognize the importance of an adequate safety program. The City agrees to provide and maintain an ongoing safety program. The Union will encourage its members to comply with the City's safety program. The City shall provide necessary safety equipment required by the safety program and in compliance with related occupational health and safety laws.
- 20.2 Regular full time employees completing one fiscal year without accident or injury shall receive one (1) safety bonus day to be used during the next fiscal year.

## **ARTICLE 21**

### **WORKERS COMPENSATION**

21.1 An employee injured on the job is entitled to all rights and privileges accorded to him/her under Chapter 440 of the Florida Statutes concerning workers compensation

21.2 An employee absent from work due to a job related injury will receive full pay for a period of two months following the date of the injury. A one month extension of full pay may be granted with the approval of the City Manager or his/her designee. Full pay shall consist of supplemental compensation, defined as the difference between the employee's gross pay which the employee would otherwise receive and the amount of the employee's weekly workers' compensation benefit. During this period the employee is entitled to accrue all their normal benefits, including but not limited to vacation time, sick time, and personal days. After two months, paid time off accruals will cease. The City will maintain the employee on the City's health plan, providing the employee continues to remit premium contributions timely. The required premium contributions will be consistent with the level of contributions being paid prior to the work related injury. Failure to pay premium contributions will result in cancellation of coverage. After six months of job related absence, an injured employee MAY be eligible for Social Security disability benefits. If disability is approved under the Social Security Administration, the employee may apply for disability under the City's pension plan and if approved, will be entitled to the same level of health insurance benefit as retirees.

However, if pension disability is not approved after nine (9) months of job related absence, the injured employee will be responsible for 50% of the dependent health insurance premium.

21.3 All members are required to report any and all accidents resulting in injuries, even of a minor nature, to their immediate supervisor. Failure to do so may result in jeopardizing their Workers' Compensation coverage.

21.4 Nothing in this article will preclude the injured employee from using accrued sick or vacation time during his/her absence, providing that such use combined with other City supplemental income does not exceed 100% of the employee's regular earnings.

21.5 Employees shall be required to cooperate in the treatment as prescribed by the City's designated workers compensation physicians in order to obtain maximum medical improvement or achieve recovery.

## **ARTICLE22**

### **GROUPINSURANCE**

- 22.1 The City shall make every effort to offer its regular full time employees a cafeteria benefits package consisting of health, dental, life, accidental death and dismemberment, and weekly disability income. The City will initiate a corporate wellness program.
- 22.2 If the City proposes to modify its existing group insurance policy at any time during the life of the contract, such as by changing any benefit provisions, the City shall meet and discuss with the Union prior to making any changes in the group insurance plan affecting its members.
- 22.3 Members of the bargaining unit shall pay ten percent (10%) of the premium for the cost of health insurance coverage, including medical and dental insurance. Members shall pay ten percent (10%) of the cost of coverage for whichever option they choose.
- 22.4 For regular, full-time employees, the City shall provide life insurance for the employee with a policy amount equal to at least two (2) times the employee's annual salary not to exceed \$50,000.
- 22.5 The existing policy regarding retiree health benefits shall be continued for all employees on the payroll as of the effective date of this Agreement except that employees who retire after the date of implementation of this agreement, on reaching Medicare eligibility, shall be responsible to pay 100% of the cost of City health insurance coverage if they elect to continue City coverage.

## **ARTICLE 23**

### **SICK LEAVE**

- 23.1 Employees will accrue sick leave in accordance with the Civil Service Administrative Code for all employees as of August 1, 2012.
- 23.2 Employees will be approved to use sick time in accordance with the Civil Service Administrative Code for all employees in effect as of August 1, 2012.
- 23.3 Employees who were on the payroll as of September 30, 2012 will be paid out for sick leave in accordance with the Civil Service Administrative Code for all employees in effect as of August 1, 2012; providing that
- a) all employees hired before January 1, 1995 will be paid 100% of their sick time accruals at time of termination.
  - b) all employees hired on or after October 1, 2012 will be eligible to receive only fifty percent (50%) of sick time accruals at time of resignation or retirement.
- 23.4 Sick leave may not be “bought back”.



## **ARTICLE24**

### **LEAVES OF ABSENCE**

24.1 Leave of absence without pay for a period not to exceed thirty (30) days may be granted for any reasonable purpose by the City Manager or his designee. Such leave may be renewed or extended for any reasonable purpose so long as it does not hamper the efficient operation of the City and/or Department. The City Manager will have final approval of leave of absences.

24.2 Any employee member who is on authorized leave of not more than thirty (30) days shall continue to maintain all non-paid benefits including seniority and longevity except for extended military leave (as provided by Federal Law).

24.3 Any employee who is a member of the National Guard or Military Reserve Forces of the United States and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties, shall be granted a leave in accordance with Federal and State statutes at full pay, but must turn over to the City the amount of compensation earned during this leave of absence.

24.4 Additional leaves of absence will be subject to state and federal law

## **ARTICLE25**

### **JURYDUTY**

- 25.1 An employee who is legally summoned to serve on a jury shall be granted paid leave provided such leave is reported in advance to the Department Head and the employee provides documentation to Human Resources. In order to receive full pay for such leave, the employee must remit payment received through the judicial system to the Finance Department, however, the employee shall retain any compensation received from the courts in connection with travel or expenses incurred.
- 25.2 If excused and/or released from jury duty, the employee should report for his/her regular employment, provided, however, that at least four (4) hours remain during the regular workday including travel time.

## **ARTICLE26**

### **BEREAVEMENTLEAVE**

- 26.1 The City and the Union agree that upon the death of an immediate family member, the employee will be granted immediate time-off with pay, not to exceed five days.
- 26.2 It is agreed that the term "immediate family," means an employee's spouse, child, parent, parent-in-law, sibling, step-child, grandparent, step-parent, step-sibling, half-sibling, sibling-in-law, child-in-law, grandchild, step-grandchild or partner registered under the Broward County Domestic Partnership Ordinance. In the event of divorce, bereavement leave shall apply to the aforementioned individuals.
- 26.3 Bereavement pay will be subject to the review of the Department Director, and only those days actually needed by the employee will be granted. Requests for bereavement leave will not be unreasonably denied.
- 26.4 In the event of the death of a relative not specified herein, the Department Director may authorize sick leave with pay at his discretion and with the approval of the Human Resource Director.

**ARTICLE27**

**PERSONALDAY**

- 27.1 Employees covered by this contract shall be entitled to three personal days per calendar year in addition to posted holidays. Department head approval will be required for date of use.
- 27.2 Any personal days not used within the calendar year will be lost.
- 27.3 For the first year of employment, regular full time employees hired on or before March 1 will be entitled to three (3 ) personal days. Employees hired March 2 thru May 31 will be entitled to two (2) personal days. Employees hired June 1 through September 30 will be entitled to one (1) personal days, Employees hired October 1 or later will not be entitled to a personal day this calendar year.

**ARTICLE28**  
**HOLIDAYS**

The following paid holidays will be observed\*:

**2012/2013:**

Veterans Day	November 12, 2012	Monday
Thanksgiving Day	November ,22 2012	Thursday
Day after Thanksgiving	November 23, 2012	Friday
Christmas Eve	December 24, 2012	Monday
Christmas Day	December 25, 2012()	()Tuesday
New Year's Day	January 1, 2012 ()	(12/31)
Martin Luther King's Day	January 21, 2013	Monday
Presidents' Day	February 18, 2013	Monday
Memorial Day	May 27, 2013	Monday
Independence Day	July 04, 2013	Thursday
Labor Day	September 02, 2013	Monday

\* In accordance with 12.4 of the Civil Service Administrative Code, the Employee must work the day before and after the holiday to be paid for the holiday

## **ARTICLE29**

### **VACATIONS**

- 29.1 All employees covered by this Agreement shall accrue vacation leave in accordance with the Civil Service Administrative Code as of August 1, 2012.
- 29.2 Accrued vacation balances will be paid out in accordance with the Civil Service Administrative Code for all employees; providing that all employees hired before January 1, 1995 will be paid 100% of their vacation time accruals at time of termination.
- 29.3. Vacation “buy backs” will be paid out in accordance with the Civil Service Administrative Code for all employees.

**ARTICLE30**

**COMPENSATIONFORUSEOFPERSONALVEHICLE**

30.1 The City agrees to reimburse employees for travel expenses at the City's prevailing rate, should the City request personal vehicle use.

30.2 Employees cannot be compelled to use their personal vehicle.

## ARTICLE31

### EDUCATIONAL INCENTIVE

- 31.1 The City agrees to provide employees covered by this agreement educational assistance. This assistance will be limited to nine credit hours and \$250 toward books, per semester. Programs available for reimbursement must be job related as determined by the Department Director
- 31.2 The employee must complete the City's Educational Assistance Form prior to registration to be eligible. The request must be approved by the Department Director, Human Resource Director, Finance Director and City Manager.
- 31.3 To be eligible for reimbursement, the employee must obtain a grade of "C" or better for each course and provide appropriate receipts and documentation.
- 31.4 If the employee separates from the City within two (2) years, they will be required to reimburse the City for all educational assistance received within that particular year. The City reserves the right to deduct reimbursements from any monies due to the employee from the City, including but not limited to wages, severance, and cash value of any unused vacation or leave time.
- 31.5 Active participants in the DROP plan are not eligible for tuition reimbursement.
- 31.6 Employees will receive a one time \$25 incentive regardless of the number of courses completed, providing a passing grade is maintained in the course taken



## **ARTICLE32**

### **PENSION-RETIREE BENEFITS**

- 32.1 The City and the Union agree to continue group insurance benefits to retirees.
- 32.2 Pension and Retiree benefits are governed under City of Dania Beach Code of Ordinances, Chapter 18

The City shall contribute 5% of the members' base pay to the General Employees Retirement Plan which shall be in lieu of their wage increase for 1987-1988, and shall offset the employees' current contribution rate.

This five percent (5%) shall be paid directly (plus accrued interest) to members upon termination of employment unless said termination is due to retirement or the member has vested rights in the pension plan and elects to leave his/her funds in the plan until he/she is eligible to select a retirement option.

- 32.3 A "DROP" plan will be effective October 1, 1994.
- 32.4 Effective October 1, 1995, employees received a 2.5% benefit accrual rate for all service. The City will contribute not more than 3% toward this benefit beginning October 1, 1996. If additional amounts are required these shall be paid by the employees through payroll deduction.
- 32.5 Employees will be permitted to buy back up to 4 years of active duty time served in the armed services. Employee shall bear all cost related to this item.

32.6 Employees will be permitted to buy back previous years of service with the City on terms worked out by the City and the Union. Employee shall bear all cost related to this item.

32.7 Effective January 1, 1999, employees received a 3.0% fixed accrual rate for all service. The City contributed 8.08% toward the cost of this benefit October 1, 1999 in the form of a pension supplement, which is considered employee contribution in lieu of salary increase for the Fiscal year 1998-1999.

32.7 The parties agree that this article will be reopened for negotiation no later than June 1 2005 and will attempt to reach an agreement on a new pension article. If the parties cannot reach an agreement on a new pension article, either party may declare an impasse and utilize PERC statutes for impasse procedures upon giving a thirty (30) day written notice to the other party.

32.8 Effective September 30, 2013, or upon the enactment of an appropriate ordinance by the City Council, whichever is later, the defined benefit pension plan for general employees will no longer offer the DROP option to employees in the defined benefit pension plan for general employees.

## **ARTICLE 33**

### **SENIORITY**

- 33.1 Seniority as used herein is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences as provided for in this agreement. Seniority shall mean the length of continuous service an employee has with the City beginning with the date he/she was employed.
- 33.2 Regular employees shall have a six (6) month probationary period for purposes of seniority. During this probationary period, the employee shall have no seniority rights. Upon the completion of the probationary period, the employee's seniority shall be dated from date of hiring.
- 33.3 Departmental seniority is defined as the length of employment within the employee's current department.
- 33.4 Classification seniority is defined as the length of employment within the employee's current classification.
- 33.5 Seniority shall continue and accumulate during the following:
- A. Illness under an approved sick leave.
  - B. Injury in the line of duty.
  - C. Authorized leaves of absences.
- 33.6 Employees shall lose seniority for the following reasons:

- A. Resignation.
- B. Discharge for just cause.
- C. Exceeding an authorized leave of absence. In this case, the employee will not continue to accrue seniority, but will retain what they previously earned.

33.7 Departmental seniority will be given first consideration in hours of work, shift assignment, vacation if qualified, overtime, subject to approval of department head.

## **ARTICLE34**

### **SAVINGS CLAUSE**

- 34.1 If any article or section of this Agreement shall be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted State, Federal or Municipal Legislation, all other articles shall remain in full force and effect for the duration of this Agreement.
- 34.2 In the case of invalidation, both the City and the Union shall meet at reasonable times for the purpose of agreeing to replace and/or rectify the article(s) in question.

## **ARTICLE 35**

### **WAGES**

35.1 All employees on the payroll as of October 1, 2012 will receive a wage adjustment of 2.5% (two and one-half percent)

## **ARTICLE36**

### **CROSS TRAINING**

36.1 The City and Union mutually agree that with the introduction of sophisticated computer software in most departments, the need for cross-training within the "home" department as well as within other departments throughout the City exists.

36.2 The City and Union agree that those departments affected by the demonstrated need for cross-training shall be allowed to do so even if the assigned cross-training activities are outside the employees current job description and classification. Employees affected shall also at times be required to perform cross-trained activities in other than their "home" department. Article 18 of this Contract shall prevail where applicable.

## **ARTICLE 37**

### **LAY-OFF AND BUMPING**

37.1 Lay-offs will be in accordance with: (1) Seniority, and (2) Qualifications, in a classification within a Department

37.2 When a lay-off takes place, it shall be accompanied by laying off temporary employees first, provisional employees second, probationary employees third, and then permanent employees, in accordance with the criteria established above.

37.3 The employer shall forward a list of those employees being laid off to the Local Union when the notices are issued to the employees.

37.4 When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee in the same classification grouping with less seniority if he is qualified to do the job.

Employees may, if they so desire, bump an employee in a lower job classification provided the bumping employee has greater seniority than the employee he bumps, has the ability to perform the job, and is willing to work at the decreased rate of pay. Qualification and ability to do the job shall be determined solely by management.

37.5 When the work force is increased after lay-off, employees will be recalled according to seniority and qualifications. Notice of recall shall be sent to the employee at his last known address by registered mail. The union shall be notified at the same time. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice recall, he shall be considered to have quit.



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

37.7 Terms of this Article shall apply exclusively to bargaining unit members. No right shall exist for a bargaining unit employee to displace a non-bargaining unit employee in the same or similar classification for any reason.

## ARTICLE 38

### **PART-TIMEEMPLOYEES**

Any and all sections of this Agreement between the General Employees and the City, apply mainly to full-time regular employees. However, in order for the Public Employees Relations Commission to approve the AFSCME as the exclusive bargaining unit for the General Employees, part-time employees could not be excluded from the unit.

It is the position of the City to formally recognize part-time employees as members of the unit. Any and all agreed upon wage adjustments throughout the current contract year will be enjoyed by both full-time and part-time employees. The City and the Union agree that fringe benefits (if any) provided to part time employees, including but not limited to, paid time off, health insurance, education incentive, and pension will be determined by City policy and not subject to the provisions of this agreement. Temporary employees shall earn no benefits except as required by applicable state or federal law.

## ARTICLE 39

### **DRUG FREE AND ALCOHOL FREE WORKPLACE POLICY**

- 39.1 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 to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.
- 39.2 Using, selling, possessing or being under the influence of drugs or controlled substances is prohibited. "Under the influence" as used in this Article shall be defined as those amounts of drugs, alcohol or controlled substances which are specified within this Article and/or for which there are state and/or federal standards. "Drugs or controlled substances" as used in this Article shall be defined as illegal substances, controlled substances, substances which may legally be prescribed but which were not prescribed for the particular employee and/or prescribed drugs used by the particular employee in non-conformance with the prescription. Employees are further prohibited from consuming alcohol on duty and/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.
- 39.3 The City has the right to randomly drug/alcohol test all bargaining unit employees each calendar year, consistent with the City's Civil Service Administrative Code (as amended). In addition to random testing, the City shall apply the reasonable suspicion standard in ordering testing for drugs, alcohol or controlled substances.
- 39.4. Testing for drugs or controlled substances shall be done through a blood and/or urine analysis at the City's discretion. Testing for alcohol will be done through a

blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing of the substance through blood samples provides substantially greater accuracy. Urine sample shall be collected under supervision of the medical laboratory personnel in the following manner:

- 39.5 Urine sample collection will be unwitnessed unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided.
- 39.6 Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.
- 39.7 Employees may observe the labeling, sealing and packaging for routing of their urine samples by laboratory personnel.
- 39.8 A record of the "chain of custody" or urine specimens shall be maintained. In the event a urine specimen is tested as positive under the drug testing screen, as specified below, a portion of that sample shall be subjected to gas chromatography/mass spectrophotometry (GC/MS) testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.
- 39.9 All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry ("GC/MS"). Employees shall be required to document their legal drug and/or substance use, as defined above, within twenty-four (24) hours after the specimen is donated.

Test results shall be treated with the same confidentiality as other medical records (except that they may be released to the employee; the Union [if applicable]; in any proceedings held regarding any disciplinary action on account of a positive drug test result; and to any governmental agency).

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

**DRUG TESTING STANDARDS**

<b>DRUG/METABOLITE TEST</b>	<b>SCREENING</b>	<b>CONFIRMATION</b>
<i>Amphetamines</i>	1000 ng/ml	500 ng/ml
<i>Barbiturates</i>	300 ng/ml	150 ng/ml
<i>Benzodiazepines</i>	300 ng/ml	150 ng/ml
<i>Cocaine</i>	300 ng/ml	150 ng/ml
<i>Marijuana</i>	100 ng/ml	15 ng/ml
<i>Methaoualone</i>	300 ng/ml	300 ng/ml
<i>Opiates</i>	300 ng/ml	300 ng/ml
<i>Phencyclidine</i>	25 ng/ml	25 ng/ml
<i>Phopoxyphene</i>	300 ng/ml	150 ng/ml

39.11 An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%. Other drugs and substances may be tested for by the City in its discretion. In that event, they will be tested at levels according to generally accepted toxicology standards.

39.12 Each employee shall have the right to challenge the City's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.

- 39.13 Any discipline imposed for the employee's first offense shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program, the cost of which shall be covered by the City (either through the City's group health plan or independent of the plan if coverage is not available). An employee, who fails to complete the entire rehabilitation program, including follow-up care, may be immediately terminated. The City is obligated to offer rehabilitation to an employee one time; future "relapses" will be dealt with by immediate termination. While participating in the rehabilitation program, the employee's absence from work will be charged against his/her vacation balance. Once this balance is exhausted, the absences will be charged against his/her sick time accrual balance. The employee will accrue vacation and sick benefits for the first thirty (30) days of the absence. Accruals will cease on the 31<sup>st</sup> day of the absence, and will resume when the employee returns to active duty. For the first two years following the employee's completion of the rehabilitation program, the employee will be subject to drug testing at any time. After two years, the employee will be subject to the City's adopted drug testing policy.
- 39.14 It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the City may change its testing methods or procedures and the Union may challenge said change through the grievance procedure if it believes the City acted arbitrarily and capriciously.
- 39.15 An employee who refuses drug or alcohol testing may be subject to disciplinary action up to and including termination.
- 39.16. The parties acknowledge that the City has a Drug Free/Alcohol Free Workplace Policy. That policy applies City-wide. In the event of a conflict between that policy and this Agreement, the terms of the Agreement will prevail.

**ARTICLE 40**

**LABOR MANAGEMENT COMMITTEE**

- 40.1 The City and the Union agree to establish a labor-management committee. This committee will be comprised of four (4) members. Two (2) members representing management will be appointed by the City Manager. Two (2) representatives of the Union will be chosen by the Union.
- 40.2 This Committee will meet quarterly, or upon request of either party.

**ARTICLE41**  
**TERMOFAGREEMENT**

41.1 After a majority vote of those Union members voting on the question of ratification and thereafter upon its ratification by an official resolution of the City Commission ratifying the Agreement and authorizing the City Manager to sign the Agreement on behalf of the City, then the Agreement upon being signed by the appropriate Union representatives and the City Manager, shall become effective upon ratification.

The Agreement shall continue in force until September 30, 2013.

FOR THE CITY:

WITNESSED:

\_\_\_\_\_  
MAYOR

\_\_\_\_\_

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_



FOR THE ASSOCIATION:

WITNESSED:

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_

\_\_\_\_\_  
COUNCIL REPRESENTATIVE

\_\_\_\_\_

APPROVED FOR FORM AND CORRECTNESS:

\_\_\_\_\_  
CITY ATTORNEY

ATTESTED:

\_\_\_\_\_  
CITY CLERK

DATED:\_\_\_\_\_

APPENDIX A:

PAY GRADE JOB ORDER LISTING