

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF HALLANDALE BEACH

And

Local 2009, FLORIDA PUBLIC EMPLOYEES COUNCIL

#79 OF THE AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES (AFL-CIO)

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AGREEMENT

THIS AGREEMENT is entered into by and between the City of Hallandale Beach, Florida, hereinafter referred to as the "City" and the Hallandale Municipal Employees Local 2009, affiliated with Florida Public Employees Council #79 of the American Federation of State, County and Municipal Employees (AFL-CIO), hereinafter referred to as the "Union". It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, prompt and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. It is understood that the City of Hallandale Beach is engaged in furnishing essential public services which vitally affect the health, safety and comfort and well being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1- RECOGNITION

Section 1.1

The City recognizes Local 2009, affiliated with Florida Public Employees Council #79 of the A.F.S.C.M.E., AFL-CIO, as the sole and exclusive bargaining agent with respect to wages, hours and other conditions of employment for all employees in the bargaining unit, as defined in the amended Certification dated September 18, 1979.

ARTICLE 2 - MANAGEMENT RIGHTS**Section 2.1**

It is understood, the City has the exclusive right, except as otherwise expressly provided in this Agreement, to operate, manage and direct all affairs of all departments within the City, in accordance with any and all applicable Federal, State, County and Municipal laws, regulations and rules, including, but not limited to, the following exclusive rights:

1. To control, manage, direct, and supervise all City employees.
2. To hire, appoint, recognize, commend, promote, transfer, schedule, train, assign and retain employees in positions with the City and to establish procedures therefore.
3. To suspend, demote, discharge, layoff, or take other disciplinary action against employees for just cause in accordance with this collective bargaining agreement, the City's personnel policies and regulations, procedures and departmental policies.
4. To maintain the efficiency and the effectiveness of the operations of departments.
5. To determine the structure and organization of City government including the right to supervise, manage, lead, expand, consolidate or merge any department, and to alter, combine, eliminate or reduce any division thereof. The right of contracting or subcontracting is vested in the City. The City's right to contract or subcontract exists to advance the public interest, and shall not be used for the purpose or intentions of undermining the bargaining unit nor to discriminate against its members.
6. To determine the number of City employees, the job description, activities, assignments, and the number of hours and shifts to be worked per week, including starting, break and quitting times of all employees.
7. To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position and/or unit, department or project.
8. To set its own standards for services to be offered to the public.
9. To determine the location, methods, means and personnel by which operations are to be conducted.
10. To determine the appropriate clothing or dress required for employment duties.
11. To set procedures and standards to evaluate City employees' job performance.
12. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions.
13. To modify policies and procedures during a declared state of emergency as long as they are not in conflict with this Agreement.

Section 2.2:

The parties recognize that job descriptions do not always specifically describe every incidental job duty. Therefore, bargaining unit members, at the discretion of the City, may be required to perform duties not specifically identified within their job description, but within the realm of related duties.

Section 2.3:

The City shall have the right to formulate and amend all departmental policies and procedures including rules and regulations governing the conduct, responsibilities, and duties of all bargaining unit members so long as such amendments do not conflict with the Articles of this Agreement. The bargaining unit shall be notified of any changed or newly formulated departmental policies.

Section 2.4:

The use, location, operation including care and maintenance of any City equipment or property of the City used by the Unit members shall be subject to the exclusive direction and control of the City.

Section 2.5:

Any right, privilege, or function of the City not specifically released or modified by the City in this Agreement shall remain exclusively with the City.

Section 2.6:

The parties recognize that the City Commission of Hallandale Beach has the sole and final authority to determine the purpose and direction and policy of the City and the amount of the budget to be adopted by the City.

Section 2.7:

The City acknowledges and represents that the preceding changes negotiated into this Article are intended to clarify and restate managerial rights as provided by law and affecting the bargaining unit members covered by this Agreement. The City recognizes that the Union reserves the right to discuss and bargain with the City over proposed changes affecting bargaining unit employees.

ARTICLE 3 - PAYROLL DEDUCTION OF DUES**Section 3.1**

On receipt of a lawfully executed written authorization from an employee, the City will deduct from the employee's pay the amount so specified by said employee, but not less than regular dues. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted together with an itemized statement, to the Treasurer within ten (10) working days after such deductions are made. Any employee desiring to withdraw from dues deduction must sign a withdrawal card thirty (30) days prior to withdrawal and must have the signature of the Union President or his/her designee. Union withdrawal cards can be obtained from Union officers and stewards.

ARTICLE 4 - WORK STOPPAGESSection 4.1:

There will be no strikes, work stoppages, picketing, concerted absences from work, mass submission of resignations, slow-downs or other concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the City for the duration of this Agreement. The Union guarantees to support the City fully in maintaining operations in every way. No employees shall refuse to cross a picket line established by any other City recognized union or labor organization or by any other union or labor organization and where required, the City will provide appropriate police protection.

Section 4.2:

Any employee who participates in or promotes a strike, work stoppage, picket, concerted absence from work, mass submission of resignations, slowdown or other concerted failure or refusal to perform assigned work or who refuses to cross a picket line shall be subject to immediate discharge or other disciplinary action by the City. It is recognized by both parties that the City is responsible for and engaged in activities which are the basis of the health, welfare and safety of our citizens and that any violation of this Article would give rise to irreparable damages to the City and to the public at large.

Section 4.3:

Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive relief; provided, however, it is also agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if the Union did not instigate or support in any manner such actions and further, that the Union has used every possible means to prevent or terminate such actions.

ARTICLE 5 - LONGEVITYSection 5.1

There shall be no entitlement to longevity payments for employees hired after 10/01/93. For members hired before 10/01/1993 the following longevity provisions shall remain for the duration of their employment:

Section 5.2

Upon completion of seven (7), ten (10), fifteen (15), and twenty (20) years of continuous service with the City, the member shall receive \$900 annually for each level of longevity attained. Additionally, effective 01/01/1994 attained longevity payments were converted from 5% of wages to a fixed annual amount and the remaining provisions of the phase out period remain in effect.

ARTICLE 6 - WAGES

Section 6.1:

Employees covered by this Collective Bargaining Agreement and who are employed by the City on the date of ratification of this Agreement by the City Commission shall, absent a change of classification, promotion or transfer, continue to be paid the same annual base salary now being paid subject to the following:

Deleted: adjustment

7/08/2010 3.0% wage increase (retroactive to that date).

10/01/2010, 3.0% wage increase (retroactive to that date).

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Within two (2) weeks of full ratification – 4.0% one time lump sum ratification bonus, which will not be pensionable and which will not increase the employee’s rate of pay,

Deleted: . 10/01/2006 . 4.5%
. . 10/01/2007 . . 4.5%

Section 6.2:

Base pay rates as shown in the Pay Plan shall be used for calculation of all benefits, etc, except for calculation of overtime rates.

Section 6.3:

When any permanent, full-time position falling within the scope of this Collective Bargaining Agreement is created, the City will determine the job content and pay grade for the position. Any disputes concerning the subject of this section, creation of new jobs, or the rates paid will be reviewed by the Labor Management Committee and are not subject to the grievance arbitration procedures of this Agreement.

Section 6.4:

The wages of employees shall be paid bi-weekly on Friday of the appropriate week. To improve efficiencies and provide timely payment to employees the City requires all employees to utilize Direct Deposit as a condition of employment. In the event this day is a holiday, the preceding day shall be payday. The City will endeavor to pay those employees whose normal work week ends at 8:00 a.m. on Friday before the end of their shift.

Section 6.5:

For actively employed members on the date of ratification and based on evaluation results of “meets expectations”, allow employees which are topped out in their pay grade to receive additional compensation of \$250 before taxes on their anniversary date in the form of a bonus payment.

ARTICLE 7 - UNION BUSINESSSection 7.1:

The Local Union President or his designee shall be allowed time off work, without loss of pay, to attend any and all meetings that directly relate to joint City and Union business held by the City Commission, or meetings with City Administrators mutually agreed upon.

Section 7.2:

City agrees to allow members of the Local Union as a whole a total of 24 hours off per year (except in even-numbered years, then they will be given 56 hours off), without loss of pay, to attend Union conventions, seminars, or other Union functions. These days shall not be permitted to accrue if not used within the contract year. In order to insure proper coverage of assignments, the Department Head will be notified, by the Union, at least twenty (20) working days prior to the aforementioned events. The City reserves the right to request documentation from the President of the Local Union or his representative that such time taken is for appropriate Union functions as specified in this Article.

ARTICLE 8 - UNION STEWARDSSection 8.1

The Union may appoint a total of eight (8) stewards employed in the bargaining unit. The stewards shall be assigned as follows: water and sewer (2); City Hall (1); recreation-social services (1); police and fire (2); sanitation (1); equipment maintenance, street maintenance, property and grounds maintenance (1). Names of the employees selected by the Union to be stewards shall be certified in writing to the City by the Union. The steward shall obtain prior approval of the appropriate supervisory personnel before leaving his work for the purpose of investigating grievances, provided, further, that such approval will not be unreasonably withheld, and shall not result in loss of pay to the employee investigating the grievance.

ARTICLE 9 - ON ACTIVITIES**Section 9.1:**

The Employer 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 upon at reasonable times.

It is agreed that the above provisions will be handled in a timely and expeditious manner and will not be abused.

Section 9.2:

The Employer 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 employees' official non-working time;
- (b) Solicit Union membership during employees' official non-working time;
- (c) Post Union notices on appropriate bulletin boards.

Section 9.3:

The Employer agrees not to interfere with the rights of employees to become members of the Union, or to interfere with, restrain or coerce employees because of union membership. Employees, whether acting in their official capacity on behalf of the Union or otherwise, must, nevertheless, comport themselves in reasonable manner.

ARTICLE 10 - HOURS OF WORK AND OVERTIME**Section 10.1:**

The normal workweek shall consist of forty (40) hours per week beginning with the employee's first regular shift. The normal workday shall consist of either eight (8) or ten (10) hours of work in the twenty-four (24) hour period. The City agrees not to schedule employees to work more than six (6) consecutive days in a pay period. The City Manager shall establish hours of work which, insofar as practicable, will be uniform within similar functions and shall take into consideration the needs of the public.

Section 10.2:

The word "overtime", whenever used any place in this Article or elsewhere in the Collective Bargaining Agreement, shall mean or refer to hours worked in excess of forty (40) hours in the workweek; and it shall never mean nor require a computation of overtime premium on a daily basis. Employees who work in excess of forty (40) hours per week shall be compensated at one and one-half (1-1/2) times their basic rate of pay for hours worked in excess of forty (40), or at the discretion of the employee, the equivalent in compensatory time which may be accrued up to a maximum of 120 hours (80 hours of actual overtime worked). Approval to accrue compensatory time in lieu of overtime will be at the discretion of the Department Director. However, the compensatory time must be utilized within a calendar year, and at a mutually agreed time.

In addition, all authorized holidays during the workweek for which the employee is compensated including vacation leave, jury duty, or any other excused leave shall be considered as time worked, for the purpose of determining overtime. Sick time shall be counted as time worked in the workweek, provided the sick time does not occur within twenty-four (24) hours of the overtime. However, overtime shall be paid if the employee brings in a medical report. Overtime will be assigned as necessary by the department head.

Section 10.3:

It is acknowledged that, for most City employees, the regular hours of work each day shall be eight (8) consecutive hours, except that they will be interrupted by the meal period, which shall not be counted as time worked.

Section 10.4:

It is acknowledged that there are exceptions to the foregoing. For example, there are employees in the Sanitation Department assigned on a task system.

Section 10.5:

The City shall offer overtime assignments equally among employees, on a rotating basis within the same job classification and within the same department or division, as the case may be, provided the employees are qualified to perform such duties as the overtime requires. The determination of whether the employee is qualified to perform overtime shall be within the discretion of the Department Head. Overtime opportunities will be accumulated on adequate records and will be available to the Union and Employees. Stewards will also have reasonable opportunity to review such records. If an employee establishes that he has not received his fair share of overtime opportunities, such employee shall have first preference to future overtime work.

Section 10.6:

Nothing in this Article shall be construed as to in any way prohibit or interfere with the authority and responsibility of the City and the City Manager to determine, consistent with the needs of the public and efficiency of operations, hours and scheduling of employees.

Section 10.7:

Employee work schedules shall not be changed to avoid overtime payment which would otherwise be payable for that workweek, if such workweek were not changed. However, nothing herein shall keep the City from changing work schedules, either temporarily or permanently for any workweek in the future. In the case of permanent or temporary changes, the City shall give five (5) working days written notice to the employee and to the Union President or his designee. The City specifically retains the right to change schedules for emergencies without prior notice.

Section 10.8:

Those employees who are assigned to the midnight shift in their department (usually 11 PM to 7 AM) will be entitled to a pay of \$40 per pay period. Said additional pay will cease if the employee is transferred to any other shift.

Deleted: Effective date shall be the pay period immediately following the contract ratification.

ARTICLE 11 - MEAL AND REST PERIODS**Section 11.1:**

Employees shall be granted a meal period during each work shift, which will be scheduled at the middle of the shift whenever possible. During emergency situations, which are declared by the individual in charge, the provisions of this Article may be suspended to assure that the required work is performed.

Section 11.2:

Employees will receive a fifteen (15) minute rest period during each one-half shift, which shall be scheduled at the middle of each one-half shift whenever feasible. This section shall not apply to employees paid on a task basis.

Section 11.3:

Employees required to work beyond their regular quitting time shall receive a fifteen (15) minute rest period before commencing such overtime work, if the overtime work is estimated to last two (2) hours.

Section 11.4:

After the end of two (2) hours overtime worked, a half hour non-compensated meal period will be granted if the remainder of the overtime is estimated to be two (2) hours or more.

ARTICLE 12 - CALL BACK

Section 12.1

Employees called back to work outside the regular scheduled shift shall receive a minimum of two (2) hours pay at time-and-one-half (1-1/2) their basic rate of pay. However, in cases of emergency call back, employees shall be paid a minimum of three (3) hours at time and one-half. This provision shall not apply to an early call-in or early report which overlaps into the employee's regular shift. In such case, the early call-in or early report time will be compensated at the employee's regular rate of pay, or at the rate of time and one-half (1-1/2) the regular rate of pay if the total hours worked in the workweek exceed forty (40).

Section 12.2

For emergency call-back only, approved sick leave shall count as hours worked for this forty (40) hour minimum workweek requirement. Scheduled call-back will be in accordance with Article 10, Section 2, allowing approved sick leave to count as time worked to meet the forty (40) hour workweek standard.

Section 12.3

An overtime roster shall be maintained for each classification. Calls for overtime shall be made on a rotating basis. The roster will show the date called, the response (i.e., refused, no answer, vacation, sick, left message, etc.) If an employee refuses to work, said employee will automatically be passed by until a complete cycle of the overtime list has been made.

Section 12.4

If all qualified employees refuse to accept the overtime assignment, the City reserves the right to require a qualified employee to work the assignment. The qualified employee required to work the overtime will be assigned in inverse order of seniority. It will be the responsibility of the employee to keep the City informed of a current phone number.

Section 12.5

An employee covered by this Agreement when scheduled to make an off-duty court/deposition appearance on behalf of the City, which is non-contiguous to the employees' actual assigned shift, will be granted three (3) hours minimum pay at time and one-half (1 ½) overtime rate.

Deleted: Effective date shall be the pay period immediately following contract ratification.

ARTICLE 13 - INSURANCESection 13.1:

The City agrees to pay the entire cost of medical insurance for employee coverage. It is further agreed that the employee having dependent coverage shall contribute 30% of the cost of dependent coverage.

Section 13.2:

Nothing in this Agreement shall prohibit the City from changing medical insurance carriers, or any other conditions relating to medical coverage that the City may consider advisable.

Section 13.3:

City agrees to pay the entire cost of a long term disability plan. The City also agrees to make available, at the employees option, additional coverage. The cost of the additional coverage shall be fully paid by the employee.

Section 13.4:

In the event of an increase in premium for the basic long term disability plan paid by the City, the employee will be required to pay the additional premium. However, the Union will have the option to cancel the plan rather than pay the increase.

ARTICLE 14 - GRIEVANCE PROCEDURESection 14.1:

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood by the parties that there shall be a procedure for the resolution of grievances involving the application or interpretation of this Agreement.

Section 14.2:

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit with the exception, in accordance with the Union's right under the amended Public Employees Relations Act, Section 447.401, hereby states that it will not process grievances for nonmembers of the Union.

Section 14.3:

Employees who are not members of the Union shall be entitled to use this grievance procedure through, but not beyond, Section 14.6.

Section 14.4:

Every effort will be made by the parties to settle any grievances expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by the City within the prescribed time limits shall automatically advance the grievance to the next higher step. "Days" for purposes of this Article, means calendar days.

Section 14.5:

Grievances shall be presented in the following manner:

Step 1: The employee with or without his or her steward shall first take up his/her grievance with his/her immediate supervisor within ten (10) days of the occurrence of the events which give rise to the grievance. This first step shall be on an informal and oral basis. The immediate supervisor will respond within ten (10) days.

Step 2: Any grievance which cannot be settled with the immediate supervisor shall be reduced to writing by the employee and it shall identify the Article violated including a statement of facts that sets forth the cause of the grievance and includes the remedy sought. The grievance shall be taken up with the employee's Department Head or his/her designee, whichever is appropriate, within ten (10) days from the date the immediate supervisor in Step 1 submitted his/her response, or the due date for same. The Department Head or his/her designee shall, within ten (10) days after presentation of the grievance (or such longer period of time as may be mutually agreed upon in writing), render his/her decision on the grievance in writing.

Step 3: Any grievance which cannot be satisfactorily settled at Step 2 shall next be taken up with the City Manager or his designee, either through a representative of the Employee Organization and the employee, or by the employee himself, at the employee's option. The grievance specified in writing in Step 2 shall be discussed by and between the employee (at the employee's option, the steward or president of the Local may be present) and the City Manager, or his designee, within ten (10) days after the completion of Step 2. The City Manager, or his designee, shall within ten

(10) days after this discussion (or such longer period of time as is mutually agreed upon) render his decision in writing with a copy to the Employee Organization.

Section 14.6:

Where a grievance is general in nature in that it applies to a number of employees rather than to a single employee, or if the grievance is directly between the Employee Organization and the Department or the City, such grievance shall be presented in writing directly to the City Manager, or his designee, within ten (10) days of the occurrence of the events which give rise to the grievance. The grievance shall be signed by the aggrieved employees or the president or the authorized local representative of the Employee Organization.

Section 14.7:

Where a grievance or complaint involved discharge, suspension, demotion or other disciplinary action invoked by the Department and/or the City or its representatives, the employee shall have the option of utilizing this grievance procedure, or the Civil Service appeal procedure, but such employee cannot use both the grievance procedure and the Civil Service appeal.

Section 14.8:

In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, either the City or the Employee Organization may submit the grievance to an impartial arbitrator within fifteen (15) days after the City Manager, or his designee, renders a written decision. If the grievance is not processed to arbitration in accordance with the time limits as specified above, it shall be considered settled based on the written decision of the City Manager or his designee. The arbitrator may be an impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh, who shall be designated as the neutral or impartial arbitrator.

Section 14.9:

The City and the Employee Organization shall mutually agree in writing as to the statement of the grievance to be arbitrated, prior to the Arbitration Hearing; and the Arbitrator, thereafter, shall confine his decision to the grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the Arbitrator, the Arbitrator will confine his consideration and determination to the written statement of grievance presented in Step 2. The Arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the Arbitrator to supersede applicable laws in existence at the time of signing of this Agreement.

Section 14.10:

Each party shall bear the expense of its own witness and of its own representatives. Upon advance notice being given, the City shall make appropriate arrangements to excuse from

work necessary witnesses. The impartial arbitrator's fee and related expenses and the expense of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

Section 14.11:

The parties shall make their choice of the impartial arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Services. Copies of the Arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the closing of the Arbitration Hearing.

Section 14.12:

The grievance and arbitration procedure herein shall have no application to the resolution of disputes between the parties concerning the terms of a new collective bargaining agreement to replace this Agreement.

Section 14.13:

Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 74-100, 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 which results in, obligates, or causes the City to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts appropriated by the City Commission. The arbitrator shall have no power to alter or modify any term or provision of this Agreement. Any such award which contravenes or is not in compliance with the provision of this paragraph shall be null and void.

Subject to all terms and conditions contained in this Agreement, including Section 14.13 above, the Arbitrator shall be empowered to reach a final and binding disposition between the parties.

ARTICLE 15 - SICK LEAVESection 15.1:

Accumulation - Employees covered by this Agreement shall earn one (1) day of sick leave for each month actually worked. There shall be no entitlement to sick leave accrual for any month in which less than 3/4 of the month is worked. Sick leave shall begin accruing from the date of employment, but there shall be no entitlement to sick leave payment until after completion of three months of employment.

Section 15.2:

For calculation of payout upon death, retirement or resignation, the employee's Premium hourly rate shall be averaged for the prior five years and using the total rate in effect on September 30th of each year of employment.

Section 15.3

For Employees, hired after 9/30/1993, sick leave payout shall be calculated based on actual accumulated sick leave hours, up to a maximum of six hundred forty (640) hours for Employees. Such payments shall be calculated based on the following:

- a. Upon death of an Employee, estate shall be eligible for one hundred percent (100%) of sick leave accrual subject to the maximum indicated above.
- b. Upon retirement, the Employee shall be eligible for payment of fifty percent (50%) of sick leave accrual up to the maximum indicated above. For purposes of this section retirement shall not include entry into the DROP.
- c. Upon termination in good standing, an Employee with ten years or more of service with the City shall be eligible for payment of fifty percent (50%) of sick leave accrual up to the maximum indicated above. An Employee with less than ten years of service and terminated in good standing shall be compensated for twenty-five percent (25%) of sick leave accrual up to the maximum indicated above.

Employee hired before 10/01/1993 are grandfathered with the old contract provisions which allowed 100% of 960 hours for accumulation and payouts upon Death or Retirement. Additionally, employees hired before 10/01/1993 who resign employment with the City in good standing, shall be compensated for 50% of accumulated sick leave up to 960 hours.

Section 15.4:

Annual Payout - Employees may elect to be paid at straight time rates, up to 1/2 of their unused current annual sick leave and the remainder to be banked. No payment will be made for less than 16 hours. Payment shall be during the last pay period of November and thereafter as long as this sick leave benefit and procedure remains in existence or remains unmodified.

ARTICLE 16 - PAID LEAVE**Section 16.1:**

Bereavement Leave - Where there is a death in an employee's immediate family, that employee will be granted a bereavement leave of three (3) days provided services are within the State and five (5) days for service out of the State. If there is a second death during the calendar year, the employee will be granted another three (3) days leave regardless of whether it is within the State or not. Bereavement leave will not be charged against sick leave, vacation, holiday time or accumulated overtime. The employee's immediate family is defined as the employee's spouse, father, mother, sister, brother, or child; and the father, mother, sister, brother, or child of the spouse; and the grandparents or grandchild of the employee and subject to the approval of the City Manager or his designee, any other member of the employee's immediate household who is a blood relative or related through marriage. An employee that requests leave to attend a funeral of other than immediate family shall not be unreasonably denied leave time.

Section 16.2:

Jury Duty - Employees shall be granted a leave of absence with full pay to report for jury duty or jury service. A copy of the notice of such duty shall be submitted to the City upon its receipt and a copy of the notice of dismissal shall be submitted upon return to work. Compensation received by the employee as payment for jury service (as provided by Florida Statute 40.24, as amended) shall be remitted to the City. Compensation paid by the courts over and above the payment for jury service shall be retained by the employee.

Section 16.3:

Civic Duty - Employees appointed by the City Manager or the Hallandale City Commission to a City-approved or established board, task force, or committee shall, if feasible, be allowed the necessary time off (without loss of pay) from their regular duties to attend the meetings of such board, task force, or committee and such permission shall not be unreasonably withheld.

Section 16.4:

Court Testimony - Employees subpoenaed to give testimony in court in cases in which the City is a party will receive their full pay while so doing, with no loss of time, if they are on regular duty. Employees testifying on their own time in cases in which the City is a party shall retain all compensation paid pursuant to subpoena. See Section 12.5 for additional pay related to court appearances outside normal work schedules.

Section 16.5:

Emergency Duty - Employees called in to work during emergency situations such as for a hurricane, while other employees are entitled to stay home and yet receive their regular pay, will be entitled to four (4) hours of paid time or compensatory time for each day this situation occurs.

ARTICLE 17 - UNPAID LEAVES OF ABSENCE**Section 17.1:**

Employees may request unpaid leaves of absence for the following reasons:

- (a) A temporary physical disability incurred off the job, provided that such leave shall be given for a period not to exceed ninety (90) days.
- (b) To enter into a course of training or study calculated to improve the quality of an employee's service but no leave shall be granted for a period exceeding six (6) months. However, the employee may request an extension for an additional six (6) month period, subject to the approval of the City Manager.
- (c) For other good and sufficient reason as determined by the City Manager, provided, however, such requests may not be unreasonably denied. Leave granted under this provision shall not exceed ninety (90) calendar days.
- (d) For Military Duty approved by the City Manager for a specified period of time.

Section 17.2:

Requests for unpaid leaves of absence shall be presented in writing to the employee's department head, who shall forward such requests to the Personnel Department for processing.

Section 17.3:

Requests for unpaid leaves of absence shall contain the reason for the requested leave (and proper medical, educational, or government documentation as to reason for request for provisions Section 17.1(a), (b), and Section 17.2 above), and the length of time desired by the employee, not to exceed the timing provisions above.

Section 17.4:

Employees shall not be granted an unpaid leave of absence in order to accept other employment, and the acceptance of other employment by an employee on an unpaid leave of absence shall constitute an immediate resignation from the employ of the City.

Section 17.5:

During any authorized leave of absence the employee shall continue to accrue seniority. During such authorized leave of absence the City shall continue to maintain for a period not exceeding ninety (90) days, insurance coverage covering the employee at the same benefit level as that existing for all other employees covered by this contract. If it becomes necessary to extend the leave past the ninety (90) days the City shall notify the employee that it is ceasing to provide coverage.

Section 17.6:

Failure to return from an authorized leave of absence at the appropriate time shall constitute an automatic dismissal from the employ of the City.

Section 17.7:

Employees returning from an authorized unpaid leave of absence shall be returned to their former classification. In the event no vacancies exist in their former classification,

employees shall be placed in a similar classification until a position in the former classification becomes available.

Section 17.8:

All unpaid leaves are subject to the approval of the City Manager.

ARTICLE 18 - VACATION TIMESection 18.1:

Full-time employees shall be eligible for vacation leave with pay as outlined in the vacation schedule in Section 2 below. Vacations shall be requested by the employees and approved and scheduled by the Department or Administration Head so as to meet the operating requirements of the Department, provided, however, that requests for vacation leave may not be unreasonably denied. In the event of a conflict over vacation periods, the employee with the most continuous service with the City shall be given first choice of vacation period.

Section 18.2:

New employees will accumulate vacation leave with pay on the basis of eight (8) hours per month, but they will not be eligible for vacation leave until after they have successfully completed three months of service. If a new employee is terminated or resigns before completing the probationary period, he will not be paid for his accumulated vacation leave.

Section 18.3:

To be entitled to a monthly accrual of vacation benefit, employees must work three-quarters (3/4) or more of their regular work days during each month, or be on approved leave in pay status.

VACATION SCHEDULE

104 working hours per year: 1-6 continuous years of service
 112 working hours per year: After 6 continuous years of service
 120 working hours per year: After 7 continuous years of service
 128 working hours per year: After 8 continuous years of service
 136 working hours per year: After 9 continuous years of service
 144 working hours per year: After 10 continuous years of service
 152 working hours per year: After 15 continuous years of service

Section 18.4:

Employees of the Police and Fire Departments and Water Treatment Plant Operators who are required to be on regular duty and receive no time off for holidays will receive vacation according to the following schedules:

1 - 6 Years of continuous service	208 working hours per year
7 - 9 Years of continuous service	216 working hours per year
10-14 Years of continuous service	240 working hours per year
15-19 Years of continuous service	248 working hours per year
20 + Years of continuous service	264 working hours per year

Employees will be permitted to carry-over into the next calendar year a maximum of eighty (80) vacation hours.

Section 18.5:

Employees may donate vacation time, at pro-rated salary levels, to members suffering an extended illness or injury with no paid leave available and who have qualified for leave under the provisions of the Family and Medical Leave Act.

ARTICLE 19 - HOLIDAYSSection 19.1:

Employees covered by this Agreement and who in the past have historically observed holidays shall be authorized the following days as holidays:

- | | |
|----------------------------------|---------------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King's Birthday | 7. Veteran's Day |
| 3. Presidents Day | 8. Thanksgiving Day |
| 4. Memorial Day | 9. Day after Thanksgiving |
| 5. Independence Day | 10. Christmas Day |

Section 19.2:

Eligible employees shall receive one (1) day's pay for each of the holidays listed above on which they perform no work.

Section 19.3:

Whenever any of the holidays listed above shall fall on Sunday, the succeeding scheduled workday shall be observed as the holiday. When no specific date is established for a particular holiday, the City shall set the day for the observance of that holiday.

Section 19.4:

Employees on paid status shall be eligible for holiday pay under the following conditions:

- (a) The employee worked his scheduled shift before and after the holiday unless on approved vacation, or earned and approved compensatory time. Employees hospitalized or on an approved sick leave for at least (7) consecutive days will be paid for the holiday.

If an employee is on bereavement leave as authorized by this Agreement, he shall not suffer a loss of holiday pay if he is out on such bereavement leave either the day before or after the scheduled holiday.

- (b) If a holiday is observed on an employee's scheduled off day or vacation, he shall be paid for the unworked holiday or receive an additional day off at the option of the employee.

Section 19.5:

If an employee other than in the Police or Fire Departments or a Water Treatment Plant Operator works on any of the holidays listed above, they shall be paid for the holiday and shall receive compensation at one and one-half (1-1/2) their basic rate for time worked; or, at their option, may take compensatory time off at the prescribed overtime rate.

ARTICLE 20 - EDUCATION REIMBURSEMENTSection 20.1

Payment of tuition by the City for approved education programs will be in conformance with the following:

Section 20.2

Eligibility: The following eligibility criterion applies to employees who wish to participate in the program:

1. The employee must be full-time with permanent status.
2. The employee's most recent performance evaluation must reflect a "meets expectation" or higher overall rating.
3. The employee's application must be submitted through the employee's immediate supervisor, to the Department Head, and then to the Director of Personnel for review.

Section 20.3

Reimbursement: The employee will be reimbursed for hours necessary to earn one Bachelors or one Masters Degree. The employee will not be reimbursed for hours earned for a Doctorate degree. Reimbursable courses must meet the following criteria:

1. All courses required in pursuit of a degree or courses which prepare the employee for higher position or an improved career field within the City.
2. Approved course grades will be reimbursed according to the following schedule:
A - 100% B - 100% C - 75% D - 0% F - 0%
3. A grade of P in a "Pass-Fail" course will be eligible for 75% reimbursement.
4. In order to receive a reimbursement, employees must show proof of satisfactory completion at the end of the course.
5. Employees will be reimbursed for courses taken at private institutions at a credit hourly cost not to exceed that of state colleges and universities.
6. No reimbursement will be made for text books, lab fees or any other expenses.
7. No course work shall be performed during working hours unless approved by the Department Head. In such event, course work performed during working hours shall be deducted from accumulated leave time.
8. If an employee voluntarily terminates employment with the City within two (2) years of the completion of any course for which he has received reimbursement, then the amount shall be repaid to the City immediately. Should such employee fail to immediately repay the reimbursement, the City may deduct the amount from any salary or wages due to the employee from the City.

ARTICLE 21 - MISCELLANEOUS PROVISIONSection 21.1:

Pay Grades - The City Manager has the right to hire at pay grades higher than starting rates and to adjust employees upwards as may be required in the exercise of his sole discretion.

Section 21.2:

Pay Plan - All City General Employees covered by this Agreement shall be covered by a Pay Plan as maintained by the Human Resource System.

Section 21.3:

Union Bulletin Boards - The City agrees to provide bulletin boards in appropriate and accessible places for use by the Union and the City; further agrees to designate an adequate portion of these bulletin boards for the exclusive use of the Union. The Union shall limit its posting of notices and bulletins to such bulletin boards, which postings shall be limited to the following:

- (a) Notices of Union recreational and social affairs;
- (b) Notices of Union elections and results of elections;
- (c) Notices of official Union business;
- (d) Notices of Union meetings;
- (e) Other materials as approved by the appropriate administration or department head.

The Employer agrees to allow the Union to purchase an enclosed bulletin board and place this bulletin board in the Municipal Complex Employee Lounge. The Union will supply an extra key for the bulletin board to the Personnel Department who will act on behalf of the Employer to monitor the materials placed on this bulletin board.

All notices shall be signed by the President of the Union or his designee and shall contain a purge or removal date by which time they must be removed from the bulletin board.

Duplicate copies of all notices under Section 3 (e) shall be submitted to the appropriate administration or department head prior to posting for review and approval.

Any material found on the Union portion of the bulletin boards which is not in conformance with the provisions of this Section or not signed by the President of the Union or his designee shall be removed by the administration or department head, or his designee.

Section 21.4:

Clean-up Time - Employees shall be granted an adequate personal clean-up period prior to the end of each work shift, but not less than five (5) minutes.

Work schedules shall be arranged so employees may take advantage of this provision.

Section 21.5:

Rules and Regulations - The Union recognizes that the City, in order to carry out its statutory mandates and goals, has the right to promulgate reasonable work rules, and policies, procedures and directives to regulate the personal conduct of employees and the conduct of the City's services and programs. Work rules of each department shall be

available in each department for inspection by each employee covered by such rules and the City further agrees to provide the Union with a copy of officially approved work rules.

Section 21.6:

Uniforms and Protective Clothing - If any employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the Employer.

The employees agree to guard against loss and negligence of such items and agree to return all property issued by the City back to the City upon separation (voluntary or involuntary) from the City service.

In the event of non-negligent loss or damage of the aforesaid clothing or device, there shall be no liability assessed against the employee providing the employee promptly reported the loss or damage to the appropriate supervisor.

For all Police Department civilian employees, except Administrative Office Assistants, the City will provide five sets of uniforms per year. Provide all police/fire civilian employees that receive a uniform a \$20.00 a month uniform maintenance allowance.

Deleted: effective the pay period immediately following ratification of this agreement.

Section 21.7:

Rule of Construction - All references to employees in this Agreement designates both sexes, and whenever the male gender is used it shall be construed to include male and female employees.

Section 21.8:

Tool Allowance - Skilled mechanics, the Air Conditioning mechanic and the master mechanic assigned full-time to the City's Department of Public Works shall be required to provide their own hand tools for the performance of assigned duties. The City shall provide \$400.00 per mechanic per contract year for the replacement of hand tools, or to facilitate conversion to metric tools.

Deleted: Increased allowance will be effective the pay period immediately following the ratification of this Agreement.

In the event of loss of employee-owned and supplied tools because of a robbery involving forcible entry into the City Garage, the City agrees to replace such tools and these tools will become the property of the employee(s) who suffered the loss. Tool replacement will only be honored if there is no negligence on the part of the employee(s). Tools will be replaced with comparable and equal tools only if the lost tools have been properly listed on an inventory list submitted to the City and approved by a Public Works Superintendent as being complete and accurate prior to the break-in.

Section 21.9:

Probation - An employee initially employed by the City in a classified position or an employee who is in the classified service but who has been promoted to a higher classified position shall serve a nine (9) month probation period. Employees who attend an Academy or special schooling immediately following their hire do not begin their nine (9) month probationary period until after they have successfully graduated from the Academy or special schooling.

ARTICLE 22 - EMERGENCY FACILITIES

Section 22.1

The City acknowledges that in the event that employees have to work during an emergency, i.e., hurricane, natural disaster, Act of God, the City will make every effort to immediately provide the affected employees with those emergency supplies reasonably necessary to their continued work, safety and comfort, such as food, sleeping facilities and first-aid kits.

ARTICLE 23 - TEMPORARY ASSIGNMENT TO HIGHER CLASSIFICATIONSection 23.1

Each time an employee is designated by the department to act in a higher paying classification for at least three (3) consecutive work shifts, he shall receive five percent (5%) additional compensation beyond the wages of his present classification for the time spent working in the higher classification. If the employee serves for a period less than three (3) consecutive shifts, he shall receive no additional compensation beyond wages of his regular classification. However, nothing in this Article or Collective Bargaining Agreement shall be construed so as to require any type of appointment, designation or staffing to fill supervisory or other higher paying positions.

ARTICLE 24 - UNION REPRESENTATION

Section 24.1

The City recognizes and shall deal with the appropriate Union Business Agent, Council Representative, International Representative and any other Union members or attorneys designated by the Union President in those matters relating to collective bargaining and the administration of the Collective Bargaining Agreement between the parties. Changes of representatives shall be submitted to the City in writing by the Union.

ARTICLE 25 - CIVIL SERVICE AND OTHER LAWS AND REGULATIONS**Section 25.1:**

Unless otherwise directed by the City Commission, or by other legal process, or as a result of referendum, the Civil Service Board of the City shall continue to administer those subjects presently covered by its Rules and Regulations, and as such Rules and Regulations may, from time to time be amended. Any amendment shall not be operative until approved by the City Commission.

Section 25.2:

In the event that any Civil Service Rule or Regulation is in conflict with any provision of this Collective Bargaining Agreement, the provisions of this Agreement shall prevail.

ARTICLE 26 - SAVINGS CLAUSE

Section 26.1

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specified in the court's decision and remainder of the Agreement shall remain in full force and effect; and upon issuance of such decision, the City and the Union agree to negotiate a substitute for the invalidated Article.

ARTICLE 27 - TERMINATING EMPLOYMENT

Section 27.1

Employees wishing to leave City service in good standing should submit a resignation letter at least one (1) week prior to their last work day. Employees who fail to provide a resignation letter at least one (1) week prior to their last work day will receive no payout for Sick Leave or Vacation accruals unless the circumstances are deemed to be an emergency by the Department Director.

ARTICLE 28 - LABOR AND MANAGEMENT COMMITTEE

Section 28.1

The Union and City shall have monthly labor and management meetings, or at other times by mutual consent. Said committee shall consist of three (3) members plus one alternating member designated by the Union and three (3) members designated by the City.

Time off with pay, as required, shall be granted to employees designated as Committee members in attendance.

ARTICLE 29 - SAFETYSection 29.1:

It shall be the policy of the City to make every reasonable effort to provide employees a safe and healthy working environment.

Section 29.2:

The Employer and Union recognize the importance of an adequate safety program. The Union will select three (3) Union members to be members of the Safety Committee. The Employer agrees to meet on a regular monthly basis with the Union Safety Committee to review the adequacy of the Safety Program, and to submit a written report of such meetings to the City Manager or his designee.

Section 29.3:

Any employee becoming aware of a work related accident should immediately notify the supervisor of the accident.

Section 29.4:

If any safety equipment or apparel is required by the City in any work area, such equipment or apparel shall be furnished by the City at no cost to the employees.

ARTICLE 30 - SENIORITYSection 30.1:

Definition: For the purpose of this Article only, Seniority shall be defined as an employee's length of continuous service with the City dating from his last date of hire.

Section 30.2:

For the purpose of transfers, shift assignments, overtime, work assignments, and vacations, seniority shall be determined by length of service in the employee's current classification within his/her current department/division.

Section 30.3:

Probationary employees shall have no seniority rights. However, upon completion of an employee's probation, he/she shall be given seniority credit from their date of hire.

Section 30.4:

An employee's continuous service record shall be broken by voluntary resignation, layoff, discharge for proper cause and retirement. If an employee returns to work for the City in any capacity within one (1) year of date of leaving, his/her seniority date will be adjusted by the length of absence.

Section 30.5:

Layoffs: When there is a reduction in force in any job classification (including those resulting from a consolidation or elimination), employees will be laid off in the following order:

- (a) Employees in the affected classification who have not completed their probationary period.
- (b) In the event of further reduction in force, permanent employees will be reduced from the classification in accordance with their seniority within that classification and their ability to perform the work available. When two or more employees have equal skill, ability and qualifications, the employee(s) with the least seniority will be the first laid off.
- (c) An employee whose job is abolished shall have the option of bumping either laterally or downward in a job classification for which the employee is reasonably qualified, based on City-wide seniority.
- (d) Permanent employees demoted or laid off shall be granted the option of displacing a temporary or probationary employee occupying a position in the class for which the permanent employee is qualified, based on City-wide seniority.

Section 30.6

Recall: When there is a recall, employees on layoff with seniority will be recalled in reverse order to their layoff, provided they are presently qualified to perform the work in the classification in which they are recalled. No new employees shall be hired into a classification from which employees have been laid off and remain on lay off status until such laid off employees are offered recall. Employees shall not be transferred into or assigned to work out of class in a classification from which any employee has been laid off

and remain on lay off status, except on a temporary basis not to exceed a total of ninety (90) calendar days in a six- month period.

ARTICLE 31 - NON-DISCRIMINATION

Section 31.1

It is agreed that there shall be no discrimination against an employee covered under this Agreement by the Union or the City because of race, color, sex, national origin, marital status, age, political affiliation, religion, membership in Union or for engaging in any lawful Union activities.

ARTICLE 32- BARGAINING UNIT

Section 32.1

It is mutually agreed to update the list of all existing position classifications and submit to the Public Employees Relation Commission for unit determination. After PERC has made the determination, all position classification covered by the Collective Bargaining Agreement will be listed as an addendum to this Agreement.

ARTICLE 33 - SUBSTANCE ABUSE TREATMENT**Section 33.1**

The City may require any employee to submit to a drug test only when it has a reasonable suspicion that the employee to be tested is under the influence of or using illegal drugs or narcotics. The term "reasonable suspicion" for the purposes of this policy shall be defined as follows:

1. Aberrant or unusual on-duty behavior of an employee.
2. Behavior which is recognized and accepted symptom(s) of intoxication or impairment caused by controlled substance except those listed in schedule V of F.S. 893.03.
3. It is not reasonably explained for resulting from causes other than the use of controlled substances.

Such behavior must be observed by their immediate supervisor to a higher supervisor and the Department Head or his designee. The employee will be given an opportunity to offer such explanation to the observing supervisors prior to being ordered to take the drug test.

Section 33.2

No drug testing will be conducted without written approval of the Department Head or his designee and either the City Manager or the Personnel Director. Said approval to indicate who is to be tested and why the test was ordered, including specific objective fact constituting reasonable suspicion and the names of any source(s) of all the information. A copy of this document shall be provided to the employee.

Section 33.3

Refusal to submit to drug testing after being ordered to do so may result in disciplinary action.

Section 33.4

The following procedures shall apply to the blood and urine tests administered to the employee.

A. The City may request urine and/or blood samples. The employee, at his sole option, shall upon request, receive a blood test in addition to the urine test.

B. The test shall be performed at a reputable hospital laboratory, certified by the State of Florida as a medical laboratory which complies with the scientific and technical guidelines for federal drug testing programs and the standards for certification of laboratories engaged in urine drug testing for federal agencies issued by the alcohol, drug abuse and mental health administration of the U.S. Department of Health and Human Services.

C. Urine and/or blood specimen(s) shall be drawn or collected at the laboratory, hospital or medical facility at which the specimen is to be tested. A union representative shall be allowed to accompany the employee to the test and observe the collection of specimen. If the City or the laboratory requires an observer when the urine specimen is given, the observer shall be the same sex as the employee being tested. All specimen containers

and vials shall be sealed with evidence tape and labeled in the presence of the employee and union representative, if available.

D. At the time the urine specimen or blood samples are collected, three samples shall be taken. Two samples shall be tested. In the event of conflicting results between the first two (2) tests, the City may require additional tests on these samples as it deems appropriate. In the event that an employee "tests positive" on both samples, the employee will be given an opportunity to test the third sample at a laboratory selected by the Union so long as chain of custody procedures are followed. The cost of testing the third sample shall be borne by the union or employee.

Section 33.5

The failure of the union or the employee to have the third test performed or to present the results to the City shall not be used against the employee as a basis for discipline, and shall not be introduced or referred to in any arbitration or appeal proceeding. In the event the City's tests prove positive, the employee shall then have 72 hours to present to the City any different results from the test of the third sample. After considering the results of the third test presented by the employee, if presented, the City may discipline the employee subject to the just cause requirements of this agreement.

Section 33.6

Results of urine and blood tests performed hereunder will be considered medical records and held confidential to the extent permitted by law. Tests shall be performed for the presence of alcohol, non-prescribed controlled substances, chemical adulteration and/or narcotic drugs.

Section 33.7

The following standards shall be used to determine what level of detected substances shall be considered as positive:

<u>DRUG</u>	<u>SCREENING TEST</u>	<u>CONFIRMATION</u>
AMPHETAMINE	300 NG/ML AMPHETAMINE	300 NG/ML GC-MS
MARIJUANA	100 NG/ML DELTA-THC	100 NG/ML GC-MS
COCAINE	300 NG/ML METABOLITE	300 NG/ML GC-MS
OPIATES	300 NG/ML MORPHINE	300 NG/ML GC-MS
PCP	25 NG/ML PCP	25 NG/ML GC-MS
METHAQUALONE	300 NG/ML	300 NG/ML GC-MS

Levels which are below those set above shall be determined as negative indicators. Tests for other non-prescribed controlled substances will be in accordance with federal government screening and confirmation standards.

The employee shall be presented with a copy of the laboratory report of all specimens which were tested.

Section 33.8

At the conclusion of the drug testing, in the event a positive test is indicated on two specimens, the City may take disciplinary action. In the event said action is in the form of discipline, the employee may grieve said discipline through the contractual grievance/arbitration procedure.

Section 33.9

Any discipline imposed for the first offense during the term of this agreement shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program mutually agreed upon between the City and the employee, the cost of which shall be covered by the City's group health insurance program as any other illness. If the employee successfully completes such a program and is not again disciplined for substance abuse by the completion of three (3) years, the discipline shall be revoked and may not be used as the basis for any disciplinary action in the future.

Section 33.10

Employees who seek voluntary assistance for alcohol and substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or officers without the employee's consent. Employees enrolled in substance abuse programs as out patients, shall be subject to all City rules, regulations and job performance standards, with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

ARTICLE 34 – RETIREMENT PENSION PLAN**Section 34.1 Plan Membership**

- 34.1.1 All bargaining unit members who commenced employment with the City before October 1, 2010 shall participate in the Defined Benefit Plan referenced in Section 34.2 herein provided that such members enroll in that Plan on or before October 2011. Any bargaining unit member who commenced employment with the City before October 1, 2010 who elects not to participate in the Defined Benefit Plan may participate in the Defined Contribution Plan set forth in Section 34.3 herein provided that such member enrolls in such Plan within 90 days of the creation of the Defined Contribution Plan.
- 34.1.2 All bargaining unit members who commence employment with the City between October 1, 2010 and the date this Agreement is fully ratified by the parties shall participate in the Defined Benefit Plan referenced in Section 34.2 herein provided that such members enroll in that Plan on or before October 2012. Any bargaining unit member who commences employment with the City between October 1, 2010 and the date this Agreement is fully ratified by the parties and who elects not to participate in the Defined Benefit Plan may participate in the Defined Contribution Plan set forth in Section 34.3 herein provided that such member enrolls in such Plan within 90 days of the creation of the Defined Contribution Plan.
- 34.1.3 All bargaining unit members who commence employment with the City on or after the date on which this Agreement is fully ratified by the parties shall participate in the Defined Contribution Plan referenced in Section 34.3 herein.

Section 34.2 Defined Benefit Plan

The Parties agree to maintain the General Employee Pension Plan as a single employer Defined Benefit plan for eligible bargaining unit members identified in Sections 34.1.1 and 34.1.2 above. The enacting Ordinance 2004-22 and Plan Documents are incorporated herein by reference.

- 34.2.1 The following are the modifications to the General Employees Pension Plan that were made in the parties' Agreement covering the period October 1, 2005 through September 30, 2008:
- a. Increase maximum Benefit Accrual from 71% to 73% effective October 1, 2007
 - b. Allow members, employed as of the date of ratification (of the 2005-2008 Agreement), with a "Late Entry Percentage" factor applied to buy back the missing years for which the participant did not contribute. This election does not apply to members currently in the DROP or new employees hired after this contract is ratified. The employee will pay the full cost based on the actuary's computation. This election is

a one time election and must be made within 90 days of the actuary submitting the cost to the employee. Members electing this provision may elect to pay the amount owed, via payroll deduction, over a period not to exceed 10 years or prior to termination, DROP or retirement date, whichever occurs first.

- c. Any members that are eligible to enter the DROP from the date of ratification to October 1, 2007 -- the member will be allowed to extend their entry into the DROP to ensure that are eligible for the benefit change.

34.2.2 Effective following ratification of this Agreement (i.e., the 2008-2001 Agreement), the City agrees to provide at least two business days notice to the Union President or his/her designee of the City Commission's quarterly meetings during which the Principal Insurance Group provides the City Commission with updates regarding the General Employee Pension Plan. The City further agrees that, prior to such Commission meeting(s), it will provide to the Union President or his/her designee any materials to be discussed at the public meeting regarding the General Employee Pension Plan (to the extent such materials are provided to City management in advance of such meeting(s)). The City also agrees to release the Union President or his/her designee from work to attend such meetings without loss of pay.

Section 34.3 Defined Contribution Plan

The City shall create and implement a Defined Contribution Plan in accordance with Section 401(a) of the Internal Revenue Code for all eligible employees as set forth in Section 34.1 herein. All bargaining unit members that are hired after the ratification date of this Agreement shall commence participation in the Defined Contribution Plan on their respective dates of hire. All bargaining unit members that are employed prior to the ratification date of this Agreement and who elect not to participate in the Defined Benefit Plan set forth in Section 34.2 above shall commence participation in the Defined Contribution Plan on the date they enroll in such Plan. The City shall, with input from the Union, select the Plan Administrator and make all choices necessary to establish the Plan with the following parameters:

a. Employees shall contribute, on a pre-tax basis, three percent (3%) of their base pay to their respective 401(a) accounts.

b. The City shall contribute to each eligible employee's account seven and one half percent (7.5%) of each such respective employee's base pay.

c. Employees shall vest in accordance with the vesting schedule set forth below, with full vesting after 5 years of service:

<u>Completed Years of Service</u>	<u>Vested Interest</u>
	<u>%</u>
<u>Less than 3</u>	<u>0</u>

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3 or more, but less than 4	25
4 or more, but less than 5	50
5 or more	100

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ARTICLE 35 – ARTICLE CLARIFICATION

Should there be any disagreement between the parties as to the meaning or interpretation of the stylistic revisions made to Articles 5, 15, or 34, of this Agreement, the language of Articles 5, 15, 34, 35, 36, and 37 of the predecessor agreement shall be determinative.

Additionally, the City recognizes that during the terms of this Agreement and any status quo period thereafter, it can not change the Pension Ordinance as it affects the rights and benefits of the bargaining unit members.

ARTICLE 36- DURATION OF AGREEMENT

Section 36.1:

This Agreement shall be effective the date that the City of Hallandale City Commission and the employees represented by the Union comply with the ratification requirements of Section 3 below. This agreement shall remain in full force and effect through and including September 30, 2011, unless modified or changed by mutual consent.

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Section 36.2:

The following procedures shall constitute the correct method for negotiation: Either party may submit written notice as to the need for collective bargaining between ninety (90) to one hundred fifty (150) days prior to October 1, 2011. The Union shall submit the proposed changes that it wishes to negotiate either in the initial notice of negotiations or at the first meeting. It shall be the obligation of both parties to meet and confer within ten (10) days after the receipt of written notice of a request for a meeting for collective bargaining purposes unless this time is extended by mutual consent.

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Section 36.3:

The below signatures shall not be binding upon the City until this Agreement has been ratified at the meeting of the City of Hallandale Beach City Commission and by the public employees who are members of the bargaining unit, subject to the provisions of subsections 2 and 3, of Florida Statutes 447.309.

WHEREFORE, in accordance with Florida Statutes 447.309 (1) the undersigned parties through their respective authorized representative sign this Agreement this ___th day of _____, 2010.

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LOCAL 2009, FLORIDA PUBLIC EMPLOYEES COUNCIL #79 OF THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFL-CIO)

CITY OF HALLANDALE BEACH

Mark Antonio, City Manager

Deleted: Harry Crooks

Deleted: , Local 2009 President

Deleted: Mike D. Good

David Jove, City Attorney

Deleted: ¶

George Amiraian, Personnel Director

Mark Antonio, Asst. City Manager¶