

**2011 - 2012**  
**Collective Bargaining Agreement**  
between the  
**Professional Managers and Supervisors Association [PMSA]**  
and the  
**City of Deerfield Beach [City]**

**Article 1**  
**Preamble**

**Section 1 – Preamble**

This Agreement is made and entered into by the **Professional Managers and Supervisors Association**, hereinafter referred to as “**the PMSA**” or “**the Association**”, and the **City of Deerfield Beach, Florida**, hereinafter referred to as “**City**”. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the Parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between the Parties regarding wages, hours and other terms and conditions of employment.

**Section 2 – Public Employees**

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they may merit the respect and confidence of the general public.

**WITNESSETH**

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, the PMSA and City agree as follows:

**Article 2**  
**Recognition**

**Section 1 – Recognition of Bargaining Unit**

City recognizes the PMSA as the exclusive bargaining agent for the purpose of collectively bargaining wages, hours and terms and conditions of employment and all other mandatory and permissible subjects of bargaining under Florida Statutes Chapter 447 for full-time City employees covered by this Agreement.

## **Section 2 - Bargaining Unit Classifications**

The bargaining unit shall consist of the classifications listed in Florida Public Employees Relations Commission (F-PERC) Certification No. 1767 and in Appendix A of this Agreement.

## **Section 3 – Changes in Job Responsibilities**

(a) In the event of the renaming, reclassification or reallocation of a classification covered by this Agreement, the Association shall be given no less than 14 calendar days notice of such change in classification.

(b) In the event of the creation of a new classification, the Association shall be given no less than 14 calendar days notice of the creation of such classification. Should any such newly created classification fall within the community of interest of the collective bargaining unit, such classification shall automatically be considered part of the collective bargaining unit.

(c) If a dispute arises regarding either Paragraphs (a) or (b) of this Section,, the matter shall be submitted to and resolved by the F-PERC in accordance with its rules and procedures.

## **Section 4 – Definitions**

**City Commission:** Collectively refers to the elected body including the Mayor, Vice Mayor and City Commissioners of the City of Deerfield Beach, Florida.

**City Department Head(s)/Director(s):** Refers to the City Administrator with responsibility for one of the City Departments recognized in the City Fiscal Year Budget or such administrator's designee.

**Calendar Day(s):** A 24- hour period reckoned from midnight until midnight.

**City Manager:** The individual appointed as the City Manager for the City of Deerfield Beach, Florida or his/her designee.

**City's Personnel Rules and Regulations:** Refers to the City's Employee Handbook (also sometimes referred to as "the blue book").

**Employee(s):** A person hired to fill a full-time, budgeted position of 35 or more hours per week who occupies one of the classifications listed in Appendix A of this Agreement.

**Fiscal Year:** The City's fiscal year begins on October 1<sup>st</sup> and ends on September 30 of each year.

**F-PERC:** The Florida Public Employees Relations Commission.

**Normal Work Day(s):** A Work Day consisting of eight (8) or ten (10) hours of scheduled work.

**Normal Work Week:** A work week of 40 scheduled hours of work consisting of five (5) 8-hour days or four (4) 10-hour days.

**PMSA:** Refers to the Professional Managers and Supervisors Association, referred to herein either as “the PMSA” or “the Association.”

**Work Day(s):** Shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered “work days” for any purposes under this Agreement.

### **Article 3** **Non-Discrimination**

#### **Section 1 – Non-Discrimination**

The PMSA and the City shall not discriminate against any employee covered by this Agreement because of race, color, sex, age, national origin, religion, disability, political opinions or affiliations, or as may otherwise be prescribed by Federal, State or local law.

#### **Section 2 – Discrimination on Membership**

The PMSA and the City shall not discriminate against, interfere with or coerce any employee covered by this Agreement because of membership or non-membership in the PMSA.

However, the Association is not responsible for representing non-dues-paying employees in any matters other than collective bargaining between the Parties to this Agreement.

### **Article 4** **Management Rights**

#### **Section 1 – Management Rights**

The PMSA recognizes that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. The City specifically, but not by way of limitation, reserves the exclusive right to manage and administer the affairs of the City generally; decide the mission of each of the City departments, divisions and other units of organization; set standards of service to be offered to the public; exercise control and discretion over its organization and operation; direct its employees; establish and implement policies and procedures related to employment, promotions, position classification, discipline, transfer, assignment, and scheduling of employees; determine and redetermine work schedules; maintain order and efficiency in its operations; determine and redetermine starting and quitting times; determine and redetermine the number of hours to be

worked; determine and redetermine whether or not goods or services should be made or purchased; merge, consolidate or close a department or any part thereof; expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; determine and redetermine the size and composition of the work force; introduce new or improved services, maintenance procedures, materials, facilities and equipment; require employees to submit to a medical examination by a physician designated by the City when management has a legitimate reason to believe that the employee is unable to perform his duties safely; promulgate and implement rules and regulations for its employees not in conflict with the provisions of this Agreement; set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City; under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.

## **Section 2 – Other Rights and Prerogatives**

In addition to the Management Rights enumerated in Section 1 of this Article, the City shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

## **Section 3 – Notice of Intent re Privatization/Contracting-Out**

City shall provide the PMSA with written notice of the City's intent to privatize/contract-out any work of the bargaining unit no less than 30 calendar days prior to the date on which the privatization/contracting out is anticipated to occur.

# **Article 5**

## **Association Rights**

### **Section 1 – Rights of Employees**

(a) Employees covered by this Agreement shall have the rights to which they are entitled by the Constitution of the United States, the Constitution of the State of Florida, and the City's Personnel Rules and Regulations. The City's current Personnel Rules and Regulations are deemed incorporated in their entirety into this Agreement. Any differences or conflicts between the City's Personnel Rules and Regulations and the provisions of this Agreement will be resolved on the basis of the provisions of this Agreement.

(b) Employees shall have the right to join or not to join the PMSA and to engage in lawful activities for the purposes of collective bargaining free from restraint, coercion, discrimination or reprisal.

(c) Employees shall be provided a copy of his/her Classification Description in response to such employee's written request of City's Human Resources Department.

(d) There shall be only one (1) official personnel file for each employee covered by this Agreement to be maintained by the City's Human Resources Department in accordance with *Florida Statutes* Chapter 119.

(e) No material adverse to an employee shall be placed in his/her official personnel file unless the employee has been afforded an opportunity to review such material. The employee shall acknowledge his/her review of such material and affix his/her signature to such material, understanding that the employee's signature merely acknowledges his/her review of the material, not that the employees necessarily agrees with the content of such material.

Employees shall have 10 calendar days in which to provide a written response to any adverse material placed in the employee's official personnel file. In such event, the written response shall be attached to the adverse material placed in the employee's official personnel file. Receipt of any such written response shall not be considered a grievance regarding the adverse material for any purposes under this Agreement.

(f) Upon appropriate request and scheduling by an employee, the City's Human Resources Department shall permit an employee to review his/her official personnel file and shall provide copies of any material requested by the employee for a reproduction fee in accordance with applicable State law.

## **Section 2 – Rights of the Association**

The PMSA shall have those rights contained in *Florida Statutes* Chapter 447, or as such Chapter may be amended.

## **Section 3 - Dues Deduction**

Employees may authorize payroll deductions for the purpose of paying PMSA dues. No authorization shall be allowed for payment of initiation fees, assessments fees or fines.

## **Section 4 - Determination of Dues**

The PMSA will notify the City of the amount of dues. Such notification shall be made in writing over the signature of the PMSA's Executive Director or designee. Changes in dues will be similarly reported to City, with the notification at least 30 calendar days in advance of the anticipated effective date of any such changes.

## **Section 5 - Deduction Methodology**

Dues shall be deducted each pay period. The deducted monies shall be remitted to the Association within ten (10) working days of the last pay period of the month. The PMSA will indemnify, defend and hold City harmless against any claims made, and against any suits instituted, against City on account of the deduction of dues.

### **Section 6 - Payroll Deduction Authorization**

Upon receipt of a signed payroll deduction authorization card, City shall deduct those PMSA dues certified by the signature on the card of the employee.

### **Section 7 - Revocation of Payroll Deduction Authorization**

A payroll deduction authorization may be revoked by an employee upon 30 calendar days written notice to the PMSA and the City. Any such revocation shall be on a signed form provided by the PMSA or in a letter of intent from the employee.

## **Article 6** **Prohibition of Strikes**

### **Section 1 – No Strikes**

Neither the PMSA, any officer or agent of the PMSA, nor any employee shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement, except as to the question of fact.

### **Section 2 – Association Efforts**

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the City regardless of reasons for doing so, the PMSA shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

### **Section 3 - Responsibility**

Any employees found to be in violation of this Article and the PMSA (if the PMSA shall fail to take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of a strike, slow down, concerted stoppage of work or other intentional interruption of the operations of the City) shall be liable for any damage or costs which might be suffered by the City or other individual or entity affected as a result of a violation of the provisions of this Article in accordance with the law.

## **Article 7**

### **Association Business**

#### **Section 1 – Employee Roster**

The PMSA may request, no more than once per calendar quarter, a roster containing the names, home addresses, and home telephone numbers of employees covered by this Agreement, and City shall respond to any such request to the extent that information is publically available pursuant *Florida Statutes* Chapter 119.

#### **Section 2 – Association Business**

The City agrees to allow the PMSA's Chief Steward or his/her designated representative to be released from duty without pay to attend conventions, seminars and meetings. This time will be limited to two (2) events per calendar year as designated by the PMSA.

The City reserves the right for City Department Heads/Directors and the City Manager to approve or disapprove these absences based on operational needs.

#### **Section 3 – Bulletin Boards**

(a) Bulletin board space shall be provided by the City upon which the PMSA may place non-controversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate Association business. The PMSA shall be assured of space on City bulletin boards sufficient to post three 8-1/2" x 11" sheets of paper. Bulletin board space will be provided at the following locations:

City Hall  
Environmental Services Department  
(including Water Plants)  
Public Works Department

Parks and Recreation Department  
(including Aquatics Office, Constitution  
Park, Ocean Rescue Headquarters, Pier,  
Center in Pioneer Park, Warehouse, and  
Westside Park)

(b) All costs incident to the preparing and posting of PMSA materials will be borne by the PMSA. The PMSA is responsible for posting and removing material on City bulletin boards and for helping the City to maintain said boards in an orderly condition.

#### **Section 4 – Negotiations**

The City agrees that there shall be no loss of pay for two (2) employees serving as members of the PMSA's negotiating team, provided such negotiation sessions are held at mutually agreed times during the employees' normal working hours.

### **Section 5 – Association Stewards**

(a) The PMSA may appoint one (1) Chief Steward and up to a maximum of two (2) Shop Stewards whose names shall be indicated in writing to the City's Human Resources Director. Appointments shall not be effective until receipt of notice by the City.

(b) Employees who are selected as a Chief Steward or as a Shop Steward shall perform duties for the PMSA on their own time. However, the City recognizes that instances will arise in which it will become necessary for the Chief Steward and Shop Stewards to perform their duties on City time. Except in emergency conditions, the Chief Steward's and Shop Stewards' immediate supervisor may grant permission to perform these duties on City time with the understanding that the Chief Steward and Shop Stewards shall return promptly to their regular assigned duties. A supervisor's permission shall not be unreasonably withheld.

### **Section 6 – Location for PMSA Business**

The City agrees that the PMSA may have access to a room in a City facility at mutually agreed upon times and dates to conduct PMSA business.

### **Section 7 – Requests for Documents**

City agrees to provide the PMSA with one (1) copy of the following documents upon request:

(a) City Commission Agenda with specifically requested back-up material for agenda items related to the PMSA and/or City employees generally, except for any such materials that are exempt from the Florida Public Records Law. These materials shall be requested from the City Clerk's Office;

(b) Proposed budget, existing budget, budget statements and year-end financial statements. These materials shall be requested from the City's Management and Budget Department; and

(c) Minutes of City Commission meetings. These materials shall be requested from the City Clerk's Office.

### **Section 8 – Copies of Agreement**

Upon ratification and execution of this Agreement, City will place a copy of this Agreement on the City's website and will provide the PMSA with five (5) stapled, 8-1/2" by 11-1/2" copies of this Agreement at no cost.

## **Article 8** **No Solicitation**

### **Section 1 – No Solicitation**

Consistent with *Florida Statutes* Chapter 447, employees covered by this Agreement, the PMSA, and representatives of the PMSA shall not solicit employees for any purposes during work hours or on City premises.

## **Article 9** **Seniority**

### **Section 1 - City Seniority**

Each full-time employee shall have City Seniority based on the employee's first day of current continuous employment with City. City Seniority shall be used for computing annual leave accrual and pension benefits.

### **Section 2 - Department Seniority**

Each full-time employee shall have Department Seniority based on the employee's first day of current continuous employment in their City Department.

### **Section 3 - Classification Seniority**

Each full-time employee shall have Classification Seniority based on the employee's first day of current continuous regular full-time employment in their classification.

Classification seniority shall be used for determining vacation and shift preference as openings are made available. In the event that Classification Seniority in a specific classification is equal between or among employees, Department Seniority shall be used to determine the senior employee. In the event that Classification and Department Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee.

### **Section 4 – Loss of Seniority**

Employees shall lose City Seniority, Department Seniority and Classification Seniority in the event the employee: (a) is terminated from employment for Just Cause; (b) is administratively separated from City service pursuant to Article 19, Section 6 of this Agreement; (c) retires; (d) resigns from employment; or (d) is on layoff for more than 18 months.

## **Article 10** **Promotions**

### **Section 1 - Promotions**

The term promotion as used in this Article means the advancement of a full-time employee to a job classification and higher pay grade based on favorable work performance, qualifications for the position and on competitive examinations where such examinations are given.

### **Section 2 – Posting of Vacancies**

All promotional vacancies within the bargaining unit for full-time employment will be posted in each City Department and on the City's website. Notices shall include the classification title, rate of pay, City Department, and the minimum requirements of the classification. Such posting shall be for a period of at least seven (7) work days. A copy of the notice shall also be sent to the PMSA's Chief Steward.

### **Section 3 – Employee Applications**

During the period of posting, employees who wish to apply for the open classification, including employees on layoff, may do so. The application shall be in writing and on the standard form furnished by the City. Applications shall be submitted to the City's Human Resources Department and received no later than 5:00 p.m. on the closing date of the vacancy.

### **Section 4 – Filling Vacancies**

Positions shall be filled by the best qualified applicant. Where there is a tie in qualification for a promotional position, the employee with the greatest City Seniority shall be appointed. Where there is a tie in qualification for any position, a City employee shall be appointed over an applicant who is not a City employee.

### **Section 5 - Pay Rate upon Promotion**

In any case where an employee is promoted or reclassified to a higher grade and job classification, the starting rate shall be a minimum of 5% over the salary received prior to the promotion in accordance with Pay Plan grades and steps, provided the Department Head/Director approves. Any personnel action (e.g., promotion, demotion, reclassification, reallocation, etc.) institutes a new probationary period.

### **Section 6 – Initial Orientation Period**

The initial orientation period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee, and for rejecting any employee whose performance or conduct is not satisfactory. Department Heads/Directors shall monitor employees during the

initial orientation-period to insure only those employees performing to the best of their abilities

complete their initial orientation period.

The initial orientation period is six (6) continuous months, and may be extended for up to an additional six (6) month period. During this initial orientation period, an employee shall be subject to demotion and disciplinary action up to, and including, termination from employment, without resort or recourse to the Grievance and Arbitration Procedure provided in Article 12 of this Agreement.

### **Section 7 – Promotional Orientation Period**

Employees promoted into a classification shall be required to successfully complete a promotional orientation period.

The promotional orientation period is six (6) continuous months, and may be extended for up to an additional six (6) month period. During this promotional orientation period, an employee may be returned to his former classification without resort or recourse to the Grievance and Arbitration Procedure provided in Article 12 of this Agreement.

Prior to the expiration of an employee's promotional orientation period, the Department Head/Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the promotional orientation period and recommend the personnel action to be taken.

## **Article 11** **Lay-Off and Recall**

### **Section 1 – Reduction in Workforce**

When the City, in its sole discretion, determines that a reduction in its workforce is appropriate, employees covered by this Agreement shall be laid off according to the provisions of this Article.

### **Section 2 – Order of Layoff**

- (a) Full-time employees shall be laid off by classification within a Department based on the employee's Classification Seniority, i.e., the amount of time the employee has been in the classification he/she occupies at the time of the reduction-in-force. Any ties in Classification Seniority shall be broken by City Seniority, i.e., the amount of time the employee has continuous service with the City since the employee's last date of hire.
- (b) However, before any full-time employee is laid off from a classification, all employees in their initial probationary periods in that classification shall be laid off.

(c) Once identified for layoff from his/her present classification and Department:

(I) A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies the same classification as the laid-off employee; or

(II) A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies any classification in which the laid-off employee has previously worked for the City as a full-time, permanent (i.e., non-probationary ) employee. In such event, the full-time employee's pay shall be reduced to (capped at) the maximum of the pay grade into which he/she is bumping; and

### **Section 3 – Notice of Layoff**

Full-time employees not on initial probation shall be given written notice of layoff no less than 14 calendar days in advance of the effective date of the layoff.

### **Section 4 – Pay Out of Benefits upon Layoff**

As of the effective date of layoff, employees shall be entitled, at their election, to cash out any earned and accrued Compensatory Time, Sick Leave and Annual Leave to which they may be entitled under this Agreement.

### **Section 5 – Recall**

(a) Any full-time employee who is laid off on or after 10/01/2011 shall be entitled to the provisions of this Section for up to 18 months from the effective date of his/her layoff.

(b) Any full-time employee who is laid off shall be entitled to recall to the classification from which he/she was laid off in reverse order of his/her Classification Seniority.

(c) Employees entitled to the provisions of this Section shall be responsible for notifying the City's Human Resources Department of their current address-of-record and telephone number, as well as any changes to such contact information.

(d) Employees being recalled to a classification shall report for work no later than three (3) work days after their notification of recall. Any employee who fails to respond as required by this Sub-Section shall be terminated from employment for the abandonment of his/her position.

(e) Employees who are not recalled within 18 months from the effective date of their layoff shall be terminated from employment pursuant to this Section.

## **Article 12**

### **Grievance and Arbitration Procedures**

#### **Section 1 – Definition of Grievance**

A grievance is a difference or dispute between an employee and City, or between the PMSA and the City, regarding the interpretation, application or violation of the express terms of this Agreement or of applicable employment law.

#### **Section 2 – Requirements of Written Grievance**

A written grievance submitted at any Step of the Grievance Procedure provided in this Article shall be on the form provided in Appendix B of this Agreement, and shall contain the following information:

- The date the grievance is being submitted;
- The printed name and signature of the PMSA Chief or Shop Steward, if applicable;
- The Step at which the grievance is being submitted;
- The name of the person to whom the grievance is being submitted;
- The date of the occurrence giving rise to the grievance;
- The Article(s) and Section(s) of the Agreement allegedly violated;
- A brief statement describing what happened and the person(s) involved;
- The corrective action (i.e., remedy) being sought; and
- The printed name and signature of the Grievant.

Written grievances which do not include the above information will be returned to the Grievant for correction and resubmission only once. Upon the return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within three (3) work days after the City's return of the grievance. Failure to do so shall result in the grievance being deemed null and void and bar any further processing of the grievance.

#### **Section 3 – Time Limitations**

(a) No grievance shall be considered or processed under this Article unless it is submitted within the time limits set forth in this Article. However, the PMSA and City may mutually agree in writing to extend any of the time limits set forth in this Article.

(b) The Grievant shall be responsible for documenting/proving the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Section 6.04 of this Agreement. The appropriate City representative shall be responsible for documenting/proving the timely delivery of a written answer to both the Grievant and the PMSA at each of the Steps contained in the Grievance Procedure provided in Section 6.04 of this Agreement.

(c) If a grievance is not presented within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by the PMSA and City), said grievance shall be deemed settled on the basis of City's last answer to such grievance. If City fails to provide an answer within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by the PMSA and City), the Grievant may elect to treat the grievance as denied and appeal the grievance to the next step.

(d) The term "work days" shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered "work days" for any purposes under this Article.

#### **Section 4 – Grievance Procedure**

(a) A grievance must be submitted within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time the Grievant should have reasonably learned of such event.

(b) Grievances shall be processed as follows:

##### **Step 1**

##### **Written Grievance to Department Head/Director**

A written grievance shall be submitted to the appropriate Department Head/Director within ten (10) work days of the time the Grievant should have reasonably learned of such event.

The Department Head/Director shall then issue a written answer to the grievance within ten (10) work days of the Department Head/Director's receipt of the grievance at Step 1.

##### **Step 2**

##### **Written Appeal to City's Director of Human Resources**

If the grievance is not resolved at Step 1, a written grievance shall be submitted to the City's Director of Human Resources [DHR] within five (5) work days of the Grievant's receipt of the Department Head/Director's written answer at Step 1.

The DHR shall then issue a written answer to the grievance within five (5) work days of the DHR's receipt of the grievance at Step 2.

##### **Step 3**

##### **Written Appeal to City Manager**

If the grievance is not resolved at Step 2, a written grievance shall be submitted to the City Manager within five (5) work days of the Grievant's receipt of the Director of Human Resources' written answer at Step 2.

The City Manager shall then issue a written answer to the grievance within ten (10) work days of

the City Manager's receipt of the grievance at Step 3.

#### **Step 4** **Written Request for Arbitration**

- (a) If a grievance is not resolved at Step 3, the PMSA and the City may within ten (10) work days mutually agree in writing to submit the matter to mediation using the services of the Federal Mediation and Conciliation Service (FMCS).
- (b) If there is no agreement to mediation, the PMSA (and only the PMSA) may file a written request for arbitration with the FMCS within 15 work days of the Grievant's receipt of the City Manager's written answer at Step 3.
- (c) The PMSA shall request a list of seven (7) arbitrators located (or billing from) the State of Florida from the FMCS. The parties shall each alternately strike three (3) names from such list, with the PMSA striking first. The remaining name shall be the arbitrator.
- (d) The arbitrator shall promptly conduct the hearing on the grievance at which both the PMSA and the City shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing with copies furnished both to the PMSA and the City no later than 30 calendar days after the conclusion of the hearing.
- (e) The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.
- (f) The PMSA and the City shall each bear the expense of their respective witnesses and representatives. The expenses of the arbitrator shall be borne equally by the PMSA and the City.
- (g) Employees required to testify at an arbitration hearing will be made available without loss of pay by the City. However, whenever possible, employees shall be placed on call to minimize time lost from work and shall return to work upon completion of their testimony.

### **Article 13** **Temporary Assignments**

#### **Section 1 – Temporary Assignments**

A full-time employee who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification shall be compensated at a rate commensurate with the responsibilities assumed in the higher classification, but in no case shall the temporary adjustment be less than 5%. This provision does not include temporary time due to an employee on scheduled leave. All such temporary assignments must be reported to and approved by the City Manager before a higher rate of compensation can be made. At the conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position.

## **Section 2 – Temporary Assignments in Excess of 180 Calendar Days**

In the event an employee is required to perform duties in a classification higher than that which such employee holds on a permanent basis for a period longer than 180 continuous calendar days, the employee shall be deemed to have been promoted into the higher classification, provided that the employee meets the minimum qualifications for the higher classification.

However, the provisions of this Section shall not apply if the employee is working in the higher classification to replace a City employee whose absence is due to illness or injury and such employee is expected to return to work.

## **Article 14** **Drug Free Workplace Program**

### **Section 1 – Development of Replacement Program**

The PMSA and the City intend to collegially develop replacement language for the Drug Free Workplace Program contained in this Article, and to develop such replacement language in a time frame for inclusion in any successor bargaining agreement between the Parties. Until such time, employees covered by this Agreement, the PMSA and the City will continue to function in accordance with the provisions of this Article.

However, no random testing will be conducted of any classification not required under Federal Department of Transportation Rules and Regulations.

### **Section 2 – Drug and Alcohol Abuse Policy**

The City recognizes that City employees are not immune from the problems which face society in general, including alcohol and drugs. While the City does not presently have reason to believe that any employee is abusing drugs or alcohol, the only effective means of avoiding potential problems is through a comprehensive policy directed against alcohol and drug abuse by employees.

The following constitutes a violation of the City's Drug and Alcohol Abuse Policy applicable to regular full-time and regular part-time employees:

- (a) The use of or being under the influence of intoxicants or drugs while on duty.
- (b) The use of or being under the influence of intoxicants or drugs when wearing a City uniform, whether on or off duty.
- (c) The unlawful manufacture, distribution, dispensing, possession and use of any controlled substance including prescription drugs.
- (d) Failure to notify the Human Resources Department of any criminal drug statute

conviction for a violation occurring in the workplace no later than five days after such

conviction. A violation of the City's Drug Free Workplace Program may subject the employee to disciplinary action up to and including termination.

### **Section 3 - Definitions**

Under the influence of alcohol shall mean testing positive for the presence of alcohol based upon the guidelines of Section 440.101, or 440.102, Florida Statutes, or Florida Administrative Code 38F-8 (unless a stricter standard is authorized by law for a specified job position).

Under the influence of drugs shall mean testing positive for the presence of drugs based upon the standards set forth in Section 440.101 or 440.102, Florida Statutes, or Florida Administrative Code 38F-8 (unless a stricter standard is authorized by law for a specified job position); provided that any statutory standard which is more strict shall apply.

Drug shall mean any controlled substance as defined in Chapter 893, Florida Statutes or any substance defined as a drug in Section 440.102, Florida Statutes.

### **Section 4 - Testing**

All testing for alcohol or drugs shall be undertaken as follows:

(a) There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography/mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.

(b) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

(c) Specimen collection shall be documented and the documentation procedures shall include:

- 1) Labeling specimen containers to preclude erroneous identification;
- 2) A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any

positive confirmed results; and

3) A consent form.

(d) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.

(e) A specimen for a drug test may be taken by any person authorized to do so by *Florida Statutes* Chapter 440.102.

(f) Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.

(g) Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant; provided that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.

(i) Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.

(j) If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.

(k) The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.

(l) An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved by the City.

(m) The City shall pay the costs of the initial and the first confirmation test; the employee or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.

(n) Should an applicant or employee fail to request a third test, after a positive confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.

(o) An employee shall have access to the grievance procedure provided in the Personnel Rules and Regulations or Article 14 of this Agreement.

(p) Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.

(q) The laboratory shall not disclose any information relative to the health or mental condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

### **Section 5 - Medications**

Below are listed the most common medications by brand name or common name, and chemical name, which may alter or affect a drug test as listed by the Department of Health and Rehabilitative Services and *Florida Statutes* Chapter 440.102 (a):

- I. Alcohol. All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25 per cent (50 proof) ethyl alcohol, Comtrex is 20 per cent (40 proof), Contact Severe Cold Formula Night Strength is 25 per cent (50 proof), and Listerine is 26.9 per cent (54 proof).
- II. Amphetamines. Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex.
- III. Cannabinoids. Marinol (Dronabinol, THC).
- IV. Cocaine. Cocaine HCl Topical Solution (Roxanne).
- V. Phencyclidine. Not legal by prescription.

- VI. Methaqualone. Not legal by prescription.
- VII. Opiates. Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
- VIII. Barbiturates. Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.
- IX. Benzodiazepines. Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxzene, Valium, Verstran, Xanax.
- X. Methadone. Dolophine, Methadose.
- XI. Propoxyphene. Darvocet, Darvon N, Dolene, etc.
- XII. Hallucinogens. L.S.D., Payote, etc.
- XIII. Synthetic Narcotics.
- XIV. Designer Drugs.

#### **Section 6 - Privacy in Drug Testing**

Urine samples shall be provided in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Bags, briefcases, purses and other containers may not be carried into the test area. The water in the commode shall be colored with dye to protect against dilution of test samples.

#### **Section 7 - Drug Testing for Applicants**

A drug test will be given to all job applicant finalists as a part of the pre-employment physical examination prior to hiring. A refusal to take the drug test will disqualify the applicant from further consideration for hiring.

Job applicants and employees have the right to consult the medical review officer or testing laboratory for technical information regarding prescription and non-prescription medication.

Job applicants will no longer be considered for employment if their test results have been confirmed positive by the medical review officer subject to the review procedures contained herein.

## **Section 8 - Current Employee Testing**

### (a) Testing for Reasonable Suspicion

The City may require a current City employee to undergo drug testing and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulatable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

A pattern of abnormal or erratic behavior or a significant deterioration in work performance,

Information provided by a reliable and credible source,

A work-related accident, that the employee has caused or contributed to,

Direct observation of drug or alcohol use,

A report of drug use, provided by a reliable and credible source, which has been independently corroborated,

Presence of the physical symptoms of drug and alcohol use (i.e., glassy or bloodshot eyes, alcohol or marijuana odor on breath, slurred speech, poor coordination and/or reflexes),

Increased absenteeism,

Substandard work,

Increased disciplinary incidents,

Deteriorating work relationships,

Increased inattentiveness and absentmindedness,

Increased hostility toward the public or other employees,

Frequent need for work breaks,

Evidence that an individual has tampered with a drug test during his employment with the City,

Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating City vehicles, machinery or

equipment, and/or

Mood swings.

Where testing is based upon reasonable suspicion, supervisors are required to detail in writing on the form available in the Human Resources Department the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. If the Department Head/Director concurs that sufficient suspicion exists to warrant testing, he/she shall submit his/her findings to the Human Resources Director and a drug test shall be given. If the Human Resources Director is not available, findings may be submitted to the City Manager, Acting City Manager or Risk Manager, in that order.

(b) Testing for Cause

1) Moving-Vehicle Accident -- If an employee causes or contributes to the cause of a moving-vehicular accident that results in more than \$500.00 damage to the City's and/or member of the public's property, the employee must submit to a drug test. Following the drug test, if not under the influence of any controlled substance, the employee may return to work.

2) Non-Moving-Vehicle Accident -- If an employee causes or contributes to the cause of a non-moving-vehicular accident that results in more than \$100.00 damage to the City's and/or customer's and/or member of the public's property, the employee must submit to a drug test.

Following the drug test, if not under the influence of any controlled substance, the employee may return to work.

(c) Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as a part of routinely scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City.

(d) Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations and as set forth herein or permitted by Section 440.102, Florida Statutes.

(e) Refusal to Test

Employees who refuse to submit to an alcohol and/or other drug test may forfeit their eligibility for all workers' compensation medical and indemnity benefits. Refusal to submit to an alcohol and/or other drug test will be considered a violation of a lawful and reasonable regulation or order and insubordination. As such it shall result in separation from the City service.

(f) Employee Status After Test

Following a drug test for reasonable suspicion, accident or injury, the employee cannot return to work until the City receives and reviews the results of the drug test. If the test is negative, the employee shall receive regular salary for hours of work lost.

Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

**Section 9 - Voluntary Identification**

No disciplinary action shall be taken against employees who voluntarily identify themselves as drug users or alcohol abusers, obtain counseling and rehabilitation through the City's Employee Assistance Program (Phone: 979-1611) and thereafter refrain from violating the City's policy on drug and alcohol abuse. The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

**Section 10 - Education**

The City shall conduct an annual education program to alert its employees to the dangers of the abuse of drugs and alcohol, the effects of drug and alcohol abuse on job performance and the consequences of such abuse in the workplace.

**Section 11 - Collective Bargaining Agreement**

The City has a collective bargaining agreement with the PMSA which contains the City's Drug Free Work Place and falls under the jurisdiction of the Florida Public Employees Relations Commission (PERC) and its appeal procedures.

**Article 15**  
**Uniforms and Equipment**

**Section 1 - Cleaning**

The City will provide and pay for the cleaning of uniforms for those full-time employees required by the City to wear uniforms on the job. Where the City requires employees to wear safety shoes, the City will provide such safety shoes to the employees.

**Section 2 – Responsibility for Return**

Upon termination of employment, the employee shall return to the City all uniforms, tools and equipment assigned to him/her in the same condition they were in at the time the employee received them, normal wear and tear excepted. If the employee fails to return any item, or if

he/she returns any item in a damaged condition due to causes other than normal wear and tear, the cost of repair or replacement of the item shall be deducted from the employee's final pay check.

### **Section 3 – Repair or Replacement**

The City agrees to repair or replace shoes, prescription glasses, contact lenses or dentures which become damaged or lost through no fault of the employee while the employee is acting in the performance of his/her duties and provided that all safety procedures have been adhered to by the employee. Personal items such as jewelry, personal cell phones, personal beepers, sunglasses, etc., are not covered. Personal watches will be covered up to a maximum of \$50.00.

The employee is required to notify his/her supervisor of the loss or damage immediately, or as soon as possible during the same workday. An incident report must be filled out and signed by the supervisor, and a receipt for the replacement or repair of the item must be attached.

## **Article 16** **Safety and Health**

### **Section 1 – Accident Control Team**

It is the objective of the City to obtain the highest possible degree of accident free operation in order that the best interests of the City and the employees may be served through the efforts of the City Safety Committee known as the ACT Team (Accident Control Team). Membership shall consist of one or more members appointed by the City Manager or the Department Head/Director from the following City Departments:

- (a) Administration;
- (b) Fire/Rescue and Building Inspection Service Department;
- (c) Parks & Recreation;
- (d) Planning and Growth Management;
- (e) Public Works & Environmental Services;
- (f) Senior Services; and
- (g) One (1) representative from the PMSA

### **Section 2 – Responsibilities of Accident Control Team**

Responsibilities of the ACT Team shall be:

- (a) Help plan safety program activities and conduct safety training courses when needed within his/her division;
- (b) Act as liaison between the ACT Team and departmental appointees, supervisors and employees;

- (c) Attend monthly meetings to discuss new ideas for a more comprehensive program and evaluate instructions and recommendations;
- (d) Shall be responsible for the safety program within his/her division;
- (e) Shall review all accident and/or claim reports from his/her division;
- (f) Shall transmit all accident and/or claim reports to the Risk Manager and/or Safety Officer through proper management channels;
- (g) Shall participate in safety programming within his/her division;
- (h) Report to the Department Head/Director conditions that are unsafe;
- (i) Help train employees in safe work methods and point out the hazards of their assigned tasks;
- (j) Help schedule regular departmental safety meetings for the purpose of maintaining interest and awareness of the concept of safety on the job; and
- (k) Shall discuss and review previous accidents, corrective measures and existing hazards within his/her department.

### **Section 3 – Safety and Health**

The City will make reasonable provision for the safety and health of its employees during hours of employment. The City will comply with all Federal, State and local laws regarding safety and working conditions. The safety standards to be applied are those contained in Federal OSHA 29 CFR 1910. Where unsafe and sub-standard conditions exist, the City will correct them to the best of its ability.

## **Article 17** **In-Service Training**

### **Section 1 – Payment for Training**

All full-time employees required by the City to attend any training and/or health and safety program paid for by the City shall be compensated at their regular rate of pay for the length of time they are required to attend such training or program.

### **Section 2 – Payment for Certification**

Employees who obtain one (1) or more certifications required or preferred by their classification description shall receive a one (1) time payment of \$400.00 per certification up to a maximum of two (2) such certifications.

## **Article 18** **Performance Evaluation**

### **Section 1 – Annual Performance Evaluation**

The Performance Evaluation Program presently in use by the City shall continue to be used for employees covered by this Agreement, including the continued use of the performance evaluation form presently used by the City to conduct an annual performance evaluation of its employees.

### **Section 2 – Performance Evaluation Procedures**

It is City's intent to collegially develop and implement a revised performance evaluation program during Fiscal Year 2011/2012. City agrees to allow one (1) representative to be chosen by the Association to participate (without loss of pay) in any meetings called by the City for the purpose of developing and implementing a revised performance evaluation program. It is specifically understood by the Association and the City that any such revised performance evaluation program shall be collectively bargained by the Parties to this Agreement.

## **Article 19** **Employee Discipline**

### **Section 1 – Employee Discipline**

- (a) High standards of conduct are expected of employees in order to preserve the City's reputation and to insure an equitable, safe and productive work environment.
  
- (b) Employee Discipline shall be for Just Cause.
  
- (c) Employees shall be allowed the presence and representation of a PMSA Chief Steward or Shop Steward and a PMSA Staff Representative during: (1) any investigatory meeting which an employee reasonably believes may result in employee discipline; and (2) any meeting in which employee discipline is imposed.

If City specifically calls a meeting for the purpose of investigation or the imposition of discipline, the City shall apprise an employee of his/her rights under this Section prior to the start of the meeting.

- (d) For purposes of this Agreement, employee discipline shall be limited to the following personnel actions: Oral or Documented Oral Counseling; Written Reprimand; Suspension

Without Pay; Demotion or Termination from Employment.

(e) Employees may be disciplined both for off-duty misconduct and for off-duty misconduct

on City premises or property if such misconduct is: (I) unlawful or improper; (II) would tend to adversely impact the employee's relationship to his/her job or co-workers; or (III) brings the City, the City's services, or the City's workforce into disrepute.

(f) No employee shall be disciplined for indebtedness. However, City shall take any action required by court order or applicable law in response to any employee's indebtedness.

(g) Generally, the City will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to the imposition of more severe forms of discipline when an employee fails to correct his/her work-related performance and/or conduct after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

#### **Oral or Documented Oral Counseling**

A Supervisor shall notify an employee regarding work-related performance and/or conduct issues and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered employee discipline.

#### **Written Reprimand**

If the work-related performance and/or conduct issues continue, the Supervisor shall issue a Written Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Written Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

#### **Suspension Without Pay**

If the work-related performance and/or conduct issues continue, the Supervisor shall meet with his/her Department Director to discuss a Suspension Without Pay. Provided the Department Director is in agreement, a Suspension Without Pay shall be documented by a written memorandum indicating the date on which the suspension was issued, the issue(s) that were addressed, and the Department's expectations for improvement. The written memorandum shall also include the number of days for which the employee is being suspended without pay and the dates of such suspension.

#### **Demotion or Termination**

If the work-related performance and/or conduct issues continue, the Department Director shall contact the Human Resources Department and submit a written memorandum recommending

that the City Manager either demote or terminate the employee from employment with the City.

A copy of the written memorandum shall also be given to the employee and the PMSA. Upon his/her receipt of the Department Head/Director's recommendation, the employee shall be placed on Administrative Leave With Pay until the City's Manager's action on such recommendation.

An employee recommended for Demotion or Termination from employment shall be entitled to a meeting with the City Manager prior to the City Manager's action on the recommendation, provided that the employee requests such meeting in writing that is received by the City Manager's Office no later than three (3) work days after the employee's receipt of the Department Head/Director's recommendation.

If the employee does not request a meeting with the City Manager within three (3) work days, the employee's right to a predetermination meeting shall be considered waived.

During his/her meeting with the City Manager, the employee (or any representative of the employee's choice) shall present whatever information the employee wishes to be considered by the City Manager before taking any action on the Department Head/Director's recommendation.

The City Manager's decision regarding the Department Head/Director's recommendation shall be final.

## **Section 2 - Grounds for Employee Discipline**

Subject to the Grievance and Arbitration Procedures contained in Article 12 of this Agreement, the following shall be deemed Just Cause for employee discipline:

- (a) Being charged with a felony (with right of City to suspend employee without pay until the charge(s) has/have been resolved).
- (b) Violations of safety rules and practices.
- (c) Has violated any lawful and reasonable regulation or order, or failed to obey any lawful or reasonable direction made and given by a superior.
- (d) Violation of the City's Drug Policy as described in Article 16 of this Agreement.
- (e) Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.
- (f) Has been guilty of acts which amount to insubordination or of disgraceful conduct.
- (g) Has been offensive in conduct or language toward the public, toward City officials or toward other employees.

- (h) Misappropriation, misuse or unauthorized use of City equipment, tools, funds, machines, etc.
- (i) Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.
- (j) Incompetence, inefficiency or repeated neglect of assigned duties.
- (k) Has been incompetent, negligent or inefficient to such an extent that the employee's performance evaluations fall below a reasonable standard.
- (l) Has used, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.
- (m) Has been habitually tardy or absent from duty.
- (n) Unauthorized absence from duty.
- (o) Violation of the State of Florida Ethics Law.
- (p) That the employee is antagonistic in his attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
- (q) Violating internal departmental rules and regulations that have been posted or which the employee has received a copy.
- (r) Vending, soliciting or collecting contributions for any purpose whatsoever at any time on City premises unless authorized by the Department Head/Director or City Manager.
- (s) Making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the City or its operation.
- (t) Suspension or revocation of valid driver's license required for job performance.
- (u) Misuse of City property or neglect with respect to City property.

### **Section 3 – Exception regarding Serious Misconduct**

Nothing contained in this Article shall be interpreted to preclude the City from issuing, and the City hereby expressly reserves the right to issue, appropriate employee discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct by an employee.

In the event of demotion or termination from employment under this Section, the PMSA shall be entitled to submit a grievance directly to Step 4 of the Grievance Procedure provided in Article

12 (Grievance and Arbitration Procedures) of this Agreement.

**Section 4 – Miscellaneous Provisions regarding Employee Discipline**

(a) Written Reprimands and Suspensions Without Pay shall not be used as the basis for

taking the next step of employee discipline after two (2) calendar years from the date of such discipline.

(b) In considering employee discipline at any step of the CDS, the City shall consider an employee's work record and length of service with the City, as well as the seriousness of the issues being disciplined.

**Section 5 – Zero Tolerance regarding Workplace Violence**

(a) Violent behavior or any kind of threats of violence are prohibited in all City workplaces, and such misconduct by City employees shall not be tolerated.

(b) Violence in the workplace may include, but is not limited to, the following prohibited behaviors directed at or by a City employee:

- (1) Direct threats or physical intimidation;
- (2) Intimidation or making others afraid or fearful through threatening behavior;
- (3) Stalking;
- (4) Possession of deadly weapons of any kind in interior and on exterior premises of the City, while engaged in employment activities for the City in other locations and at City-sponsored events. However, City employees are not prohibited from having a lawfully concealed firearm in the interior of their private vehicle on a City parking lot, provided the firearm is securely encased or otherwise not readily accessible for immediate use;
- (5) Assault of any form;
- (6) Physical restraint and/or confinement;
- (7) Dangerous or threatening horseplay;
- (8) Loud, disruptive or angry behavior or language that is clearly not part of the typical work environment;
- (9) Blatant or intentional disregard for the safety or well-being of others;
- (10) Commission of a violent felony or misdemeanor on the City's premises or property; and
- (11) Any other act that a reasonable person would perceive as constituting a threat of violence.

(c) The City shall thoroughly investigate any allegation of workplace violence or any kinds of threats of violence that is brought to the attention of a Department Head/Director, the Assistant City Manager, or the City Manager.

(d) Violent behavior by an employee in a City workplace or any kind of threats of violence shall be deemed Just Cause on which to impose disciplinary action up to, and including,

termination from employment. Employees engaged in any such misconduct may also be subject to criminal prosecution.

(e) Retaliation against a person who makes a complaint regarding violent behavior or any kinds of threats of violence made to him/her is prohibited.

(e) (I) A Court Order for purposes of this paragraph (f) is meant to include any order that may be issued by a court of competent jurisdiction in matters involving domestic violence, stalking or harassment, among other types of protective orders, including, but limited to, Temporary Restraining Orders.

(II) Any employee who is subject to a Court Order specifying and/or restricting his/her behavior shall notify the City's Human Resources Director in writing upon the issuance of any such Court Order.

(III) Any employee who is under the protection of a Court Order shall notify the City's Human Resources Director in writing upon the issuance of any such Court Order.

### **Section 6 – Inability to Perform Essential Functions of Position**

(a) When an employee becomes unable to perform the essential functions of his/her position, the City shall make every reasonable effort to identify another position within the bargaining unit which the employee is capable of performing.

(b) An employee who is unable to perform, either with or without reasonable accommodation, the essential functions of his/her position shall be administratively terminated and shall lose all seniority as provided in Article 9, Section 4(a) of this Agreement.

## **Article 20** **Hours of Work and Overtime**

### **Section 1 – Hours of Work**

The normal working hours per one (1) week work cycle for full-time Fair Labor Standards Act (FLSA) Non-Exempt employees shall be 40 hours, which shall exclude any time for meal periods. The hours of work scheduled per day shall be as required and set by the Department Head/Director. All meal periods shall be non-compensated time except as otherwise approved by the Department Head/Director. This Article applies only to FLSA Non-Exempt full-time employees.

### **Section 2 – Schedule Changes**

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel, and emergencies. No such deviation shall be

considered a violation of this Agreement.

Unless necessitated by a declared emergency, employees shall be given 14 calendar days notice of any permanent change in their normal schedules of work.

City shall not make any temporary changes to an FLSA Non-Exempt employee's schedule solely for the purpose of eliminating overtime.

### **Section 3 – Payment of Overtime / Use of Compensatory Time**

(a) The City agrees to pay FLSA Non-Exempt employees overtime at the rate of time-and-a-half (1-1/2) based on a seven (7) day, forty (40) hour work cycle. The work cycle shall coincide with the weekly pay periods which run from 12:00 midnight on Saturday through 11:59 p.m. on Friday.

(b) With the agreement of an employee, Compensatory Time may be given to FLSA Non-Exempt employees in lieu of the payment of overtime. The accumulation and use of Compensatory Time shall be in accordance with the FLSA. The accumulation of Compensatory Time shall be capped at eighty (80) hours.

(c) FLSA Non-Exempt employee requests to use Compensatory Time shall not be unreasonably denied, i.e., as long as the time off would not unduly disrupt the operations of any City Department.

(d) Accrued Compensatory Time shall be cashed out: (1) when not used within 180 calendar days of the end of the payroll period in which the Compensatory Time was earned; (2) in advance of any change in an employee's hourly rate of pay; and (3) upon an employee's separation from service.

### **Section 4 – Rest Breaks**

Rest breaks, where applicable, excluding unpaid meal periods, will be determined by the Department Head/Director, taking into consideration the nature of the work performed, the place of the work and environmental conditions. Rest breaks shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day.

FLSA Non-Exempt employees shall receive two (2) 15-minute rest breaks during a work day, and an unpaid meal period of either 30 minutes or 60 minutes .

### **Section 5 – Emergency Recall**

When emergencies require that FLSA Non-Exempt employees are recalled for duty during their off-duty time (not including work which causes an employee to extend his regular shift), they shall be compensated for actual time worked, but not less than two (2) hours at the overtime rate.

### **Section 6 – Computation of Overtime**

Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime for FLSA Non-Exempt employees.. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.

## **Article 21** **Insurance**

### **Section 1 - Life Insurance**

The City agrees to provide a natural death benefit life insurance of 100% of an employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00) to full-time employees. Said insurance shall have a double death benefit in case of accidental death subject to the limitations of the policy.

### **Section 2 - Health Insurance**

(a) Effective with the first full bi-weekly payroll period after the ratification of this Agreement, City shall pay 90% of the monthly cost of individual health insurance coverage for full-time employees and employees shall pay 10% of the monthly cost of their individual health insurance coverage.

City understands and concurs that the PMSA's agreement to the concessions contained in this Section is contingent on all City employees being affected equally.

(b) City shall pay 40% of the monthly cost of dependent health insurance coverage for all full-time employees with eligible dependents who choose to enroll their dependents in a City health insurance plan. Employees choosing to enroll eligible dependents shall pay 60% of the monthly cost of such dependent health insurance coverage.

(c) Upon retirement, the City will pay the cost of the medical insurance premium for employees who were hired prior to October 1, 2002 and have worked full-time for the City for at least 10 years, equivalent to what all other employees receive, when a member begins receiving early retirement or full retirement immediately upon separation from the City. Employees hired after October 1, 2002 will receive a monthly stipend of \$12.50 for each year of service towards the cost of the individual coverage upon retirement. The cost of dependent coverage will be paid one hundred percent (100%) by the retiree.

This benefit continues until the member becomes eligible for Medicare, Medicaid, or TEFRA. This benefit is also given to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. This benefit is stopped if said individual is no longer in a long-term disability status and is not yet eligible to retire and collect retirement income.

(d) Any employee wishing to opt out of the health insurance coverage provided by the City must provide the City with proof of health insurance coverage elsewhere. Employees with health insurance coverage elsewhere will be paid an amount equivalent to fifty percent (50%) of the City's monthly cost of individual health insurance coverage.

### **Section 3 - Long Term Disability**

Long term disability insurance for all regular full-time employees will be purchased by the City effective December 1, 1994. The City will pay the full premium through September 30, 1996. From October 1, 1996 through September 30, 1997, the employees will pay for any premium increases, if there are increases. However, the City will continue to pay the same dollar amount toward the long term disability premium that the City was paying on September 30, 1996.

The benefits of the long term disability insurance are sixty percent (60%) of the employee's annual base salary paid until the employee reaches 65 years of age. The benefits of long term disability insurance begin after six (6) months of disability. To assure full benefits, a disability claim should be filed as soon as the disability begins or as soon as possible thereafter. The employee should not wait until the six (6) months is almost up before filing.

## **Article 22** **Leaves of Absence**

### **Section 1 - General Provisions**

All regular full-time employees shall be eligible to receive the following leave benefits as outlined. Those employees in a provisional emergency, part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager. All records of leave benefits shall be kept by the Human Resources Department and Finance Division and shall be the official record.

### **Section 2 - Sick Leave**

#### (a) Definition

Sick leave may be granted for the following purposes, subject to the approval of the Department Head/Director:

- (1) Personal injury or illness not connected with work or exposure to a contagious disease which would endanger others.
- (2) Personal medical, dental and optical appointments.
- (3) Pregnancy and maternity leave.

(4) Absence due to a serious illness, injury or operation requiring hospitalization or confinement at home under physician's direction of spouse or dependent members of the employee's household and members of the immediate family as defined. Granting of this particular leave shall be at the discretion of the Department Head/Director with the approval of the City Manager and shall be strictly controlled. Upon request of the Department Head/Director, the employee shall be required to furnish a physician's statement to the effect that the spouse or dependents need or needed the personal care and

attention of the employee.

(b) Computation

(1) Sick leave with pay shall be given at the rate of one (1) working day for each calendar month of completed service.

(2) Sick leave may be accumulated to a maximum of 1500 hours.

(3) The employee has two (2) choices as to how he uses his sick leave. They are as follows:

Choice 1 - Bank all unused sick leave each year until 1500 hours maximum is reached.

Choice 2 - Bank 48 hours unused sick leave each year and take cash payment for the balance.

Sick Leave Chart:

<u>Earn (Hours)</u>	<u>Use (Hours)</u>	<u>Choice 1</u>	<u>Choice 2</u>	<u>Pay (Hours)</u>
		<u>Bank (Hours)</u>	<u>Bank (Hours)</u>	
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24
96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0
96	64	32	32	0

96	72	24	24	0
96	80	16	16	0
96	88	8	8	0
96	96	0	0	0

(c) Guidelines

- (1) Payments for unused sick leave as set forth in the foregoing shall be on the first bi-weekly pay date in December.
- (2) Upon separation in good standing from the City with 10 continuous years or more of regular, full-time service, retirement, early retirement or death, employees (or their beneficiaries, in case of death) may receive compensation at their regular pay rate for half of their full amount of accrued sick leave (up to 750 hours pay-out). Employees with less than ten years of employment will not be eligible for the pay-out of accrued sick leave, except if laid off. Laid off employees will be eligible for pay-out with or without ten years of service.

Employees hired before the ratification of this contract who terminate their employment with ten or more years of continuous, regular, full-time service may be paid for no less than the amount of sick leave in their account at the time the contract was executed, provided they still have that much in their account. Below are some examples for purposes of illustration.

Hours Accumulated at Time of Contract Ratification	Hours Accumulated at Termination	Hours Paid Upon Termination After 10 Years of Employment
1,040	1,500	1,040
0	1,500	750
800	1,500	800
0	800	400
500	800	500
500	1,000	500
400	600	300
0	600	300
200	1,000	500
1,000	800	800

- (3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned.
- (4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted.

### **Section 3 - Annual Leave**

(a) Definition

Annual leave may be granted for the following purposes subject to the approval of the Department Head/Director and Human Resources Division.

- (1) Vacation leave.
- (2) Absence for transaction of personal business which cannot be conducted during off-duty hours.
- (3) Religious holidays other than those designated by these rules as holidays.
- (4) For uncovered portion of such leave, once such leave has been exhausted through illness.
- (5) Any absences from work not covered by other types of leave established.

(b) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

<u>Years of Service</u>	<u>Leave Accumulated Annually Hours</u>
less than 1 year	8 hours per month
after 1 year through 4 years	96 hours per year
after 5 years through 9 years	112 hours per year
after 10 years through 14 years	136 hours per year
after 15 years	176 hours per year

(c) Annual leave shall be accumulated on a pro-rated monthly basis and can be taken as accrued subject to Department Head/Director discretion. Monthly accumulations shall be made after the last day of the last full pay period in the month and before the last day of the subsequent pay period. Vacation usage shall be recorded at the end of the pay period during which it was used.

(d) Annual Leave shall not be approved for any employee who has not earned the requested number of days.

(e) Employees, or their designated beneficiary, shall receive full payment for all accrued leave at the employee's current pay rate upon separation from the City.

### **Section 4 - Holiday Leave**

(a) The following 11 days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department Head/Director (once during each calendar year):

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans' Day

Thanksgiving  
Day Following Thanksgiving  
Christmas  
Day Preceding or Following  
Christmas as Designated by City Manager  
Personal Day

(b) Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.

(c) The Department Head/Director may authorize one (1) day's loss of pay for any employee absent immediately prior to or after a holiday, where there is proof of sick leave abuse.

(d) If it becomes necessary for an employee to work on a holiday, the employee shall be given compensation in the form of one (1) extra day's pay or a rescheduled paid holiday at the discretion of the Department Head/Director.

### **Section 5 - Disability Leave**

An employee who, through no negligence on his/her part, sustains an injury or incurs an illness which arises out of and in the course of employment by the City of Deerfield Beach and under the Workers' Compensation laws of the State of Florida and requires absence from work shall be eligible for Occupational Disability Leave and compensation in accordance with *Florida Statutes* Chapter 440. Sick Leave accumulations shall be used in cases of negligence.

An employee who is granted Occupational Disability Leave shall receive compensation at the current statutory rate at the time of injury/illness. As per the statute, the first seven (7) consecutive calendar days of being in a non-work status due to the injury or illness are not compensated; however, an employee may use his/her sick leave, or annual leave if sick leave has been depleted, during this seven (7) day period. After 21 consecutive days of being in a non-work status, the first seven (7) days will be compensated as workers' compensation pay and the employee's leave adjusted accordingly.

City's Human Resources Director may approve or disapprove an employee's request for Occupational Disability Leave payment after determining whether the injury or illness is compensable under *Florida Statutes* Chapter 440 and to insure no negligence or violation of safety rules and regulations contributed to the injury or illness. If a claim is denied, a copy of form DWC-12, Notice of Denial, will be filed with the Division of Workers' Compensation as required by *Florida Statutes* Chapter 440.20 and a copy sent to the Department Head/Director, the employee, and the PMSA's Chief Steward. In cases of negligence, an employee's disability compensation shall be reduced by 25% as stipulated in *Florida Statutes* Chapter 440.09(5) which states "if injury is caused by the knowing refusal of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the division, and brought prior to the accident to the employee's knowledge, or if injury is caused by the knowing refusal of the employee to use a safety appliance provided by the employer, the compensation as provided in this chapter shall be reduced by 25%." An employee may supplement this reduction with accumulated sick leave and annual leave to equal the employee's regular, straight time salary.

After sick leave and vacation leave have expired, the employee shall receive only State mandated disability payments.

In addition to the statutory compensation rate at the time of the injury or illness, the City will contribute a supplement that will continue salary to equal one hundred percent (100%) of the employee's regular net earnings at the time of injury for a period of nine (9) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized

medical physician.

During this period, employees who have been injured on the job and unable to perform his/her regular job duties shall be assigned light duties that are within the restrictions stipulated by the attending physician. Every reasonable accommodation will be made to modify an injured employee's current job duties. However, the nature of certain positions and the needs of the City may not always accommodate this. This light duty temporary work assignment may or may not be in the injured employee's regular assigned department. Risk Management shall monitor the employee's status in conjunction with the City's Managed Care State Board certified assigned case manager, the City Manager, the Department Head/Director, and the Human Resources Director. Upon reaching MMI or at the end of nine (9) months, whichever occurs first, should the employee be unable to return to his/her position at full duty, and no other position is available within the City, the employee shall be placed on pension (if eligible) or be terminated (or resign at the employee's discretion).

The duties and limitations of the disabled employee in order to receive Occupational Disability Leave payments are as follows:

- (1) the employee notifies his/her supervisor immediately upon the onset of symptoms of an injury or illness;
- (2) the employee fully cooperates with the medical advice or corrective therapy of the medical representative as referred to in this Section;
- (3) the employee shall comply with the light-duty policy as described in this Section;
- (4) the employee shall report to an authorized medical representative of the City periodically as the City may require; and
- (5) the employee shall actively seek pension benefits and other benefits, if eligible, upon reaching MMI or at the end of nine (9) months.

### **Section 6 - Funeral Leave**

The Human Resources Director shall grant funeral leave with pay not to exceed 40 hours per incident, with a maximum of two (2) incidents per calendar year to any employee who has rendered satisfactory service with the City. This leave shall be granted upon request in the event of a death in the employee's immediate family.

The employee's immediate family shall be defined as the employee's spouse, son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

If requested, the employee shall be required to provide the Department Head/Director with proof

of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above-stipulated time may be granted by the City's Human Resources Director or by the City Manager. The employee's personal leave (vacation or sick) must be used for an approved extension.

### **Section 7 - Military Leave**

Any employee who presents official orders requiring attendance for a period of training or other active duty as a member of the United States Armed Forces, the Florida National Guard or the State of Florida Reserve may be entitled to military leave of absence with pay for a period not to exceed 17 working days annually. Extended periods of military leave shall be governed by state and/or federal law.

### **Section 8 - Civil Leave**

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties and for the purpose of voting in local, state and national elections.

If excused and/or released from such service, the employee shall report for his regular employment, provided, however, that at least three (3) hours remain during the regular workday. The employee may be required to provide proof of such civil leave before compensation is approved by the Department Head/Director. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

### **Section 9 - Leaves of Absence Without Pay**

#### **(a) Family & Medical Leave Act (FMLA)**

In compliance with the Family and Medical Leave Act of 1993, family and medical leave is available to employees who have been employed by the City for one year and have worked for at least 1,250 hours immediately preceding the commencement of leave requested.

12 weeks of leave may be applied for during one calendar year for the birth of a child, the placement of a child with the employee for adoption or foster care, the serious health condition of a spouse, child or parent of the employee or the serious health condition of the employee. Leave may be taken for birth or placement of a child only within 12 months of that birth or placement. If both spouses are employed by the City and they wish to take leave to care for a newly-arrived child or sick parent, their aggregate level is limited to 12 weeks. If the leave is requested because of the illness of a child or the other spouse, each spouse is entitled to 12 weeks of leave.

After all paid leave is exhausted, the City will provide enough unpaid leave to total 12 weeks. This leave is not automatic. It must be applied for on the form provided by the Human Resources Department. A request for leave due to health problems of the employee or family

member must be supported by a certification on the form provided by the Human Resources Department by the medically affected person's doctor of medicine or osteopathy within 15 days of the request. Otherwise leave may be denied until certification is provided.

In situations involving a serious health condition, leave may be taken intermittently. Leave in connection with birth, adoption or foster care may not be taken intermittently unless the Department Head/Director and the Human Resources Director agree. However, the employee

may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position.

The City would maintain the employee's health insurance under the same terms that the coverage would have been provided had the employee not taken the leave. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. The City shall not, however, continue to pay life insurance premiums, or any other benefits during the unpaid Family & Medical Leave.

As with other unpaid leave, the employee would not continue to accrue sick leave, vacation or any other benefit.

If an employee voluntarily fails to return from leave, the City shall recover from the employee the cost of health insurance premiums paid by the City for the employee during the leave.

Upon return to work from Family & Medical Leave, the employee may return to his previous position or may, at the City's option, be placed in a position equivalent in pay, benefits and other terms and conditions of employment. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee shall not have the right to be reinstated upon return from leave.

If the City has reason to doubt a certification, it may require (at its own expense) that the employee obtain a second opinion from another medical doctor or osteopath who is not employed by the City. In the event of a conflict between the two opinions, the City may require (at its own expense) a third, which shall be binding upon the City and the employee. The third doctor shall be jointly selected by the City and the employee.

The employee is required to provide the City with at least 30 days notice of his/her intention to take Family & Medical Leave. If this is medically not practicable, the employee must provide as much notice as is practicable.

Those employees whose Family & Medical Leave was due to their own serious health condition may be asked to provide medical authorization for return to work. The Department Head/Director may require employees on leave to report their medical status and anticipated date of return at specified intervals.

(b) Special Leave

The Department Head/Director may authorize leave without pay to a regular full-time employee

up to 30 days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest of the City, except a non-service injury or illness may be extended to one (1) year after accumulated sick leave and annual leave have expired if it does not create a hardship on the departmental work load.

No seniority or other benefits shall be lost because of leave of absences up to 30 days. For leaves of absence over 30 days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. An employee shall return from an extended special leave (over 30 days) to the same step and salary grade previously held, although the anniversary date shall be adjusted accordingly.

(c) **Absence Without Leave**

An absence of an employee from duty, including any absence for a single day, that is not authorized by a specific grant of leave of absence under the provisions of these rules, shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, including suspension, demotion or dismissal in appropriate cases.

The absence of any employee from duty for three successive work days or longer without notice to his Department Head/Director or Supervisor of the reason for such absence and his intention to return, shall be considered in effect a voluntary resignation without notice.

Failure of an employee to report for work at the expiration of a leave of absence or vacation, or upon the physician's return to work release for full or light duty in cases of work related injuries, shall separate the employee from the City's service and shall be considered in effect a voluntary resignation without notice.

**Article 23**  
**Longevity Pay**

**Section 1 – Longevity Pay prior to 09/30/2009**

Full-time employees hired prior to September 30, 2009 were entitled to Longevity Pay according to the following schedule:

After completion of 5 years' continuous service - 2% of annual salary.  
After completion of 10 years' continuous service - 4% of annual salary.  
After completion of 15 years' continuous service - 6% of annual salary.  
After completion of 20 years' continuous service - 8% of annual salary.  
After completion of 25 years' continuous service - 10% of annual salary  
(minimum of \$1,000).

**Section 2 – Longevity Pay on and after 09/30/2009**

(a) The Longevity Pay provided in Section 1 of this Article shall be deemed “frozen” as of September 30, 2009.

(b) Full-time employees not receiving Longevity Pay pursuant to Section 1 of this Article as of September 30, 2009 shall receive Longevity Pay only as provided in Section 3 of this Article.

(c) Full-time employees receiving Longevity Pay under Section 1 of this Article as of September 30, 2009, shall continue to receive the same Longevity Pay percentage they were receiving on September 30, 2009, until such time as the Longevity Pay to which they would be entitled under Section 3 of this Article exceeds their Longevity Pay under Section 1. In such event, the employee shall begin to receive

Longevity Pay under Section 3 effective with the beginning of the first bi-weekly payroll period after his/her entitlement to payment under Section 3.

(d) Longevity Pay shall be paid bi-weekly along with an employee’s standard bi-weekly earnings.

**Section 3 – Longevity Pay for Employees Hired on or after 09/30/2009**

Full-time employees not receiving Longevity Pay under Section 1 of this Article as of September 30, 2009 and full-time employees hired on or after September 30, 2009 shall be entitled to Longevity Pay according to the following schedule:

After completion of 10 years of service - \$1,200 annually  
After completion of 15 years of service - \$1,800 annually  
After completion of 20 years of service - \$2,400 annually  
After completion of 25 years of service - \$3,000 annually

**Article 24**  
**Compensation**

**Section 1 – Wages**

(a) Effective with the first full bi-weekly payroll period after the ratification of this Agreement, any employee covered by this Agreement who received a Merit Increase during Fiscal Year 2009/2010 (i.e., between October 1, 2009 and September 30, 2010) shall have his/her hourly rate of pay reduced by the amount of any Merit Increase received during such period. The reimbursement of any amounts paid pursuant to such Merit Increase shall not be

required of any employees affected by this provision.

(b) (I) Effective with the first full bi-weekly payroll period after the ratification of this Agreement, the hourly rates of pay of all employees covered by this Agreement shall be reduced by five percent (5%). The PMSA Pay Schedule resulting from this decrease is contained in Appendix B of this Agreement.

(II) Any employee whose hourly rate of pay was reduced to the maximum of his/her pay grade during Fiscal Year 2010/2011 shall have the reduction in hourly rates of pay provided in Paragraph (I) of this Section offset by the amount his/her hourly rate of pay was reduced to the maximum.

(c) City understands and concurs that the PMSA's agreement to the concessions contained in this Section is contingent on all City employees being affected equally.

### **Section 2 – Shift Differential**

(a) FLSA Non-Exempt full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 4:00 p.m. and before 8:00 a.m. shall be paid a shift differential of seventy-five cents (\$0.75) per hour for those hours actually worked after 4:00 p.m. and before 8:00 a.m..

## **Article 25** **Education and Training**

The PMSA and the City hereby agree to engage in collective bargaining regarding education and training for the employees covered by this Agreement. Such collective bargaining shall be conducted in a time frame for inclusion in any successor bargaining agreement between the Parties.

## **Article 26** **Entire Agreement**

### **Section 1 – Entire Agreement**

The Parties acknowledge that during negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the Parties are set forth in this Agreement.

### **Section 2 – Waiver of Bargaining**

The Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right,

and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **Article 27** **Savings Clause**

### **Section 1 – Savings Clause**

If any Article or Section of this Agreement should be found unlawful, invalidated or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **Section 2 – Replacement Provision**

In the event of such finding, the Parties, upon the written request of the PMSA, will meet within 30 calendar days to collectively bargain under *Florida Statutes* Chapter 447 to fashion a replacement provision.

## **Article 28** **Pension Benefits**

### **Section 1 – Pension Benefits**

The City provides pension benefits for full-time employees as set forth in City Ordinance 54-331 and 54-332 (also referred to as the ICMA Plan). The ICMA Plan is a defined contribution IRS 401(a) plan to which an employee shall contribute 4% of base earnings and the City shall contribute 8% of an employee's base earnings. Normal retirement is at 62 years of age; early retirement is at 55 years of age. Employee vesting is at 20% per year (with vesting at 100% after five [5] continuous years of City service.

## **Article 29** **Duration**

### **Section 1 – Effective Dates of Agreement**

This Agreement shall be effective as of October 1, 2011, and shall continue in full force and effect through September 30, 2012.

*Continue to Signature Page on Page 46 . . .*

**IN WITNESS WHEREOF**, the Parties hereto have caused the signatures of their representatives to be affixed hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**For:**  
**The Professional Managers and Supervisors Association**  
**[the PMSA or the Association]**

-----  
**John J. (Jack) Seddon**  
Executive Director / Chief Negotiator

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**Brenda Nedzweckas**  
Vice President

**For:**  
**The City of Deerfield Beach, Florida [City]**

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**Michael J. Milanowski**  
Director of Human Resources/Chief Negotiator  
City of Deerfield Beach

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**Burgess Hanson**  
City Manager  
City of Deerfield Beach

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**The Honorable Peggy Noland**  
**Mayor**  
**City of Deerfield Beach**

**Reviewed for**  
**Legal Sufficiency:**

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**Andrew S. Maurodis**  
City Attorney  
City of Deerfield Beach