



# Town Council Agenda Report

**SUBJECT:** Resolution

**CONTACT PERSON/NUMBER:** Freda Gellerstein, Acting Human Resources Director, 797-1010

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FEDERATION OF PUBLIC EMPLOYEES BLUE COLLAR UNIT.

**REPORT IN BRIEF:** Attached for your approval is the agreed upon Collective Bargaining Agreement between the Town of Davie and the Federation of Public Employees - Blue Collar Unit. A redlined version of the collective bargaining agreement has been provided to illustrate the changes.

**FISCAL IMPACT:**

Has request been budgeted?    no

If no, amount needed \$

What account will funds be appropriated from:

Additional Comments:

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Blue Collar Collective Bargaining Agreement, Redlined and Ratified

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF DAVIE AND THE FEDERATION OF PUBLIC EMPLOYEES BLUE COLLAR UNIT.

WHEREAS, the collective bargaining agreement between the Town of Davie and the Federation of Public Employees, Blue Collar Unit, for the period of October 1, 1997 through September 30, 2000, has expired; and

WHEREAS, a collective bargaining agreement has been agreed to with the Federation of Public Employees, Blue Collar Unit, and the Town of Davie for the period of October 1, 2000 through September 30, 2003; and

WHEREAS, said agreement will serve to provide harmonious relations between members of the Federation of Public Employees, Blue Collar Unit, and the Town of Davie.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The collective bargaining agreement between the Federation of Public Employees Blue Collar Unit, and the Town of Davie is hereby ratified by the Town Council of the Town of Davie. Said agreement is attached hereto as exhibit "A."

SECTION 2. The agreement shall become effective upon the ratification by both parties.

SECTION 3. This resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000

## TABLE OF CONTENTS

	Preamble.....	1
Article 1	Recognition.....	2
Article 2	Non-Discrimination.....	3
Article 3	No Strikes, No Lockouts.....	4
Article 4	Management Rights.....	5
Article 5	Employee Rights.....	6
	A. Personnel File	
	B. Performance Evaluation	
	C. Labor Management Committee	
	D. Facilities	
Article 6	Federation Rights.....	8
	A. Dues Deduction	
	B. Services to the Union	
	C. On Site Representatives	
	D. Bulletin Boards	
	E. Distribution of Federation Material	
	F. Use of Town Facilities	
	G. Copies of Agreement	
Article 7	Grievance Procedure.....	10
Article 8	Rules and Regulations.....	12
Article 9	Disciplinary Action.....	13
Article 10	Hours of Work.....	14
Article 11	Overtime.....	15
Article 12	Probation.....	16
Article 13	Seniority.....	17
Article 14	Holidays.....	18
Article 15	Leaves.....	19
	A. Vacation	
	B. Sick Leave	
	C. Sick Leave Bank	
	D. Leave of Absence Without Pay	
	E. Bereavement Leave	
	F. Military Leave	
	G. Jury Duty	
	H. Adjustment of Dates	
Article 16	Job Posting, Filling Vacancies and New Positions.....	25
Article 17	Working Out Of Classification.....	26
Article 18	Layoff and Recall.....	27
	A. Layoff	
	B. Recall	
	C. Contracting Out	
	D. Severance Pay	

## TABLE OF CONTENTS

Article 19	Safety .....	29
Article 20	Work Shoes & Uniforms.....	30
Article 21	Property Damage.....	31
Article 22	Education Reimbursements.....	32
Article 23	Wages.....	33
Article 24	Longevity.....	34
Article 25	Insurance.....	35
	A.    Life Insurance	
	B.    Health Insurance	
	C.    Disability Insurance	
Article 26	Pension.....	36
Article 27	Savings Clause.....	37
Article 28	Comparable Study Committee.....	38
Article 29	Totality of Agreement.....	39
Article 30	Part-Time Employees.....	40
Article 31	Term of Agreement.....	41

**AGREEMENT  
BETWEEN  
TOWN OF DAVIE**

**-AND-**

**FEDERATION OF PUBLIC EMPLOYEES  
A DIVISION OF THE NATIONAL FEDERATION  
OF PUBLIC AND PRIVATE EMPLOYEES,  
AFFILIATED WITH DISTRICT NO. 1 - MEBA, AFL-CIO**

**BLUE COLLAR UNIT**

## **PREAMBLE**

This Agreement is made and entered into by and between the Town of Davie, (hereinafter referred as to the Town) and the FEDERATION of PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, AFFILIATED WITH DISTRICT 1 - MARINE ENGINEERS BENEFICIAL ASSOCIATION (MEBA), AFL-CIO, (hereinafter referred as to the Union).

Whereas the Federation of Public Employees has been selected as the sole and exclusive bargaining representative for the certified bargaining unit set forth in Article 1 and has been recognized by the Town of Davie as the exclusive bargaining representative for said employees, it is the intention of the parties of this Agreement to provide, for a salary schedule, fringe benefits, and terms and conditions of employment of the employees covered by this Agreement, and to provide for an orderly and prompt method of handling and processing grievances.

Now, therefore, the parties agree as follows:

## ARTICLE 1

### RECOGNITION

The Town of Davie recognizes the Federation of Public Employees, FEDERATION of PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, AFFILIATED WITH DISTRICT 1 - MARINE ENGINEERS BENEFICIAL ASSOCIATION (MEBA), AFL-CIO, as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the following designated unit:

**INCLUDED:** All regular and full and part-time blue collar personnel employed by the Town of Davie in the following job classifications: Crew Leader, Custodial Maintenance Person, ~~Electrician (Apprentice)~~, ~~Electrician Journeyman~~, Equipment Operator I, Equipment Operator II, Fitness Specialist, Garage Clerk, Laborer, Maintenance I, Maintenance II, Maintenance III, ~~Maintenance Mechanic~~, ~~Mechanic Helper~~, ~~Mechanic I~~, ~~Mechanic II~~, Operations Supervisor, Park Ranger, Pool Lifeguard, Recreation Leader, ~~Small Engine Mechanic~~, and ~~Tradesperson~~.

**EXCLUDED:** Chief Building Inspector, Chief Electrical Inspector, Chief Plumbing Inspector, Chief Zoning Inspector, Building Inspector, Zoning Inspector, Assistant Public Works Director, Bookkeeper, Cashier, Clerk Typist, Executive Secretary, Permit Clerk, Police Aide, Records Clerk, and Secretary.

Whenever used in this Agreement, the word "Employee" or "Employees" shall mean any person or persons employed in the aforescribed unit as defined by the Florida Public Employees Relations Commission, Case No. RC-80-015 Certification No. 499 Certificate of Exclusive Bargaining Representative and amended by Order No. 91E-036, March 6, 1991 and Order No. 94E-301, November 14, 1994.

*Effective February 4, 1993 (upon ratification of the agreement dated October 1, 1991) the parties have mutually agreed to retitle the following classifications: Maintenance I and Maintenance II to Maintenance Technician I, Tradesperson and Maintenance III to Maintenance Technician II, Maintenance Mechanic to Maintenance Technician III, and Equipment Operator I and Equipment Operator II to Equipment Operator.*

*Effective July 20, 1994 the parties have mutually agreed to include the Driver.  
Effective August 9, 1995 the parties have mutually agreed to exclude the Garage Clerk and Small Engine Mechanic.*

## ARTICLE 2

### NON-DISCRIMINATION

- A. The Town and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public law and public interest require no discrimination on account of race, color, creed, disability, national origin, age, religion, sex, or political affiliation.
- B. The Town of Davie agrees that neither it nor any of its official representatives will intimidate or coerce any employees or group of employees to refrain from joining or becoming a member of the Federation of Public Employees.

The parties agree that there will be no discrimination against an employee for joining or not joining the Federation of Public Employees.

The Federation shall not be required to process grievances for employees who are not dues paying members in good standing with the Federation.

- C. Whenever action is taken to comply with the Americans With Disabilities Act (ADA) of 1990 the Town shall notify the Federation of said action and provide the union with available information unless prohibited due to confidentiality and/or non-disclosure by ADA.

## **ARTICLE 3**

### **NO STRIKES, NO LOCKOUTS**

The Federation agrees that there shall be no strikes or slowdowns of any kind whatsoever by employees of this bargaining unit.

The Town agrees that there shall be no lockout of employees for any reason except in those cases where the Town deems such action necessary for the safety of its property and citizens.

## **ARTICLE 4**

### **MANAGEMENT RIGHTS**

It is understood that the Town of Davie has the right to operate all departments and divisions of the Town and this Agreement shall not be construed to limit in any way the right of the Town of Davie to manage and operate its business.

In order to fulfill this commitment and responsibility the Town of Davie shall have the right, subject to the terms and conditions of this Agreement to:

1. Hire, promote and evaluate employees.
2. Discipline, demote, suspend or discharge employees for just cause.
3. Determine unilaterally the purpose of each department, division or operation.
4. Determine what reasonable work activities are performed.
5. Exercise control and discretion over the employees and operations of the Town of Davie.
6. Cause reductions in work force for legitimate reasons, after negotiating the impact of said reductions with the Federation.
7. Set standards of services to be provided.
8. Formulate, change or modify rules, regulations and procedures provided it is not contrary to the provisions of this Agreement.

## ARTICLE 5

### EMPLOYEE RIGHTS

#### A. PERSONNEL FILES

1. There shall be one official personnel file for each bargaining unit employee, which shall be kept and maintained in Town Hall, however, this does not preclude Departments from maintaining their own files or supervisory notes.
2. Any member of the bargaining unit shall have the right to examine his/her personnel file at any reasonable time upon request to the Town's Records Custodian. The employee may request copies of documents in his/her personnel file and the Town shall provide employees with requested copies.
3. An employee may if he/she desires, file a statement of rebuttal to any document in the personnel file. Such rebuttal shall state facts that are relevant to the issue(s) stated in the document to which the rebuttal is to be attached, and shall not contain opinions and/or disparaging remarks about employees, supervisors, or the Town in general.

#### B. PERFORMANCE EVALUATIONS

1. A performance evaluation shall be conducted to appraise the effectiveness of performance of employees and for the purpose of improving the quality of service by the employee in the unit. The evaluation shall appraise the employee's performance during the period of time covered for the evaluation.
2. All regular employees shall be evaluated at least once each fiscal year, ~~which~~ The evaluation shall be completed within sixty (60) days of the employee's anniversary date. If the evaluation is not completed within the sixty (60) days, then the employee, ~~if eligible, will~~ shall receive his/her wage increase automatically for that evaluation period. The employee's new pay rate shall be effective on the employee's anniversary date. This section shall not apply to employees on paid or unpaid leaves of absence.
3. All regular employees shall have the right grieve any evaluation that has an overall rating of below "meets expectations". Employees who have reached the maximum pay level for their current unit position may grieve the evaluation only through step 3 of the grievance procedure.

C. LABOR MANAGEMENT COMMITTEE

There shall be a Labor Management Committee formed within the bargaining unit. This Committee shall consist of ~~two~~ three employees designated by the Federation and two supervisors/department heads designated by the Town. The Committee shall meet during regular business hours. Time off with pay, as required shall be granted to employees designated as Committee members for attendance at Labor Management meetings.

The Labor Management Committee shall meet on ~~an as needed basis or~~ at least once every four months as well as other times by mutual consent. The purpose of these meetings shall be to discuss problems and objectives of mutual concern not involving grievances. A Recommendations submitted by of said committee the Labor Management Committee are is not binding unless approved by the Town Administrator or his or her designee and the President of the Federation or his or her designee.

D. FACILITIES

The Town agrees that there will be adequate lunchroom and lavatory facilities provided and maintained by the Town to include lockers for each employee.

## ARTICLE 6

### FEDERATION RIGHTS

#### A. DUES DEDUCTIONS

Union deductions shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the Town for these deductions. The amount of monies to be deducted for each employee shall be provided by the Federation to the Town. Any changes in the amounts to be deducted shall be given to the Town thirty (30) days in advance. These monies along with a list of each employee's name and bi-weekly ~~gross~~ base earnings shall be transmitted to the Federation within thirty (30) days after the bi-weekly deductions.

The Federation shall indemnify the Town and hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the Town to comply or attempt to comply herewith.

Dues shall be deducted bi-weekly and sent to ~~FPE, 499 N.W. 70th Avenue, Suite 112, Plantation, Florida 33317,~~ The Federation of Public Employees, 1700 N.W. 66th Avenue, Suite 100B, Plantation, Florida 33313 Attention Secretary-Treasurer.

#### B. SERVICES TO THE UNION

The Town shall provide, upon request, a list of all bargaining unit employees, including name and address (pursuant to provisions to FSS 119).

#### C. ON-SITE REPRESENTATIVE

1. The Federation shall ~~have~~ appoint two three On-Site Representatives, one of whom shall be the Chief On-Site Representative and two three alternates, for the ~~designated~~ bargaining unit and shall notify the Town of those representatives by mail in writing. ~~The Federation shall then designate from among the two On-Site Representatives a Chief On-Site Representative.~~
2. Each On-Site Representative, or alternate, if designated by the On-Site Representative, will be given shall have up to fifteen (15) minutes, with pay, to discuss any grievance with a unit member. ~~If a grievance is filed and processed, the~~ The On-Site Representative or alternate, if designated by the On-Site Representative, will be permitted to ~~may~~ attend any grievance meeting ~~called by the Town~~ at no loss of pay.

3. The Chief On-Site Representative shall have the right to attend any and/or all meetings, conferences, etc., between the Town and the Federation concerning rates of pay, rules and/or working conditions affecting employees within the designated unit at no loss of pay.
4. ~~The Chief On-Site Representative shall be permitted one (1) day off per year at no loss of pay to attend an officially sanctioned Federation seminar, meeting or convention.~~  
The three (3) on-site representatives shall be permitted three (3) days off per year at no loss of pay as approved by the department director to attend an officially sanctioned Federation business.
5. For purposes of calculating overtime pay, all time spent by the On-Site Representative or the Chief On-Site Representative pursuant to Section C of this article shall count as time worked during regular work hours not to exceed a total of ten (10) hours, in the aggregate per on-site representative in the fiscal year. All hours must be documented in a memorandum to Human Resources.

#### D. BULLETIN BOARDS

The Town agrees that it shall provide space on all bulletin boards in departments in which unit members work for use by the Federation of Public Employees.

#### E. DISTRIBUTION OF FEDERATION MATERIAL

1. The Town agrees to permit the Federation to distribute Town approved written material, provided that such material will only be disseminated on the normal payday. The Federation shall notify and provide the material to be distributed to the Town Administrator or designee no later than 11:00 a.m., two (2) days preceding the normal payday.
2. It is understood by both parties that the Town shall incur no liability with respect to any action that may or may not be taken by any individual, group, or corporation as a result of the distribution of such material.

#### F. USE OF TOWN FACILITIES

The Federation will be permitted to use a Town facility at no cost as available, for sanctioned Union business, providing said arrangements have been made with the appropriate department.

#### G. COPIES OF AGREEMENT

The Union agrees to pay fifty percent (50%) of the actual cost of reproduction of one hundred (100) copies of this agreement (CBA) and ~~shall receive seventy five (75) copies of the agreement from the Town.~~ the Union will provide all bargaining unit members with a copy of the Collective Bargaining Agreement.

## ARTICLE 7

### GRIEVANCE PROCEDURE

A grievance shall be defined as any dispute or grievance arising between the Town and the union or any employee over the interpretation or application of this Agreement shall be processed in the following manner:

- A. Step 1      Within ten (10) working days after the occurrence of the event giving rise to the grievance, the employee, with or without the assistance of the On-Site Representative (at the employee's option), shall take it up with his immediate supervisor who may render a decision within five (5) working days and if not adjusted, then; shall automatically proceed to Step 2.
- Step 2      If not resolved within the time frame specified above, the grievance shall be reduced to writing and signed by the aggrieved employee and the On-Site Representative, and the grievance shall be filed with the Department Head within five (5) working days. The On-Site Representative, the grievant, and the Department Head shall discuss it. If not adjusted at that time, proceed with Step 3.
- Step 3      If not resolved within five (5) working days of the meeting in Step 2, the grievance shall be submitted to the Town Administrator or his/her designee for decision. The Union Representative, representative, the On-Site Representative, the grievant, and the Town Administrator, or his designee, shall discuss it with the response to be rendered within ten (10) working days thereafter. If not adjusted, then proceed to Step 4.
- Step 4      Not later than ~~ten (10)~~ twenty (20) working days after the response is rendered in Step 3 and if the grievant is not satisfied, either party may request such dispute or grievance be submitted to arbitration, as follows:
1.      Upon failure of the parties to agree upon an arbitrator within ~~ten (10)~~ twenty (20) working days from the written request of either party to the other for arbitration either party may, upon written notice to the other request the Federal Mediation and Conciliation Service to designate an arbitrator in accordance with their rules. The decision of the arbitrator in the matter if made in accordance with this contract and the applicable State and Federal Laws and judicial interpretations, shall be final and binding on the parties.
  2.      The power of the arbitrator shall be limited to the

interpretation of the Agreement. He shall have no power to add to or subtract from or modify any of the items of this Agreement, nor shall he have power to establish or change any wage scale or classification.

3. The fees and expense of the impartial arbitrator shall be borne equally. All other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.
- B. A class grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit and may be submitted at Step 2 or 3 if mutually agreed upon.
- C. In the event an employee is discharged by the Town, the aggrieved party to this Agreement or employee or employees may, within a reasonable period of time not to exceed ten (10) ~~calendar~~ business days, grieve his/her discharge to the Town Administrator or his designee who shall, within five (5) ~~working~~ business days of the receipt of the discharge grievance, meet with a representative of the Federation in an attempt to resolve the grievance. At this meeting the employee and/or the On-Site Federation Representative shall also be present. Within five (5) ~~working~~ business days after this meeting, Town Administrator shall render his decision in writing.
- Not later than twenty (20) business days after a response is rendered by the Town Administrator, the grievant, if not satisfied with the response, may request such dispute or grievance be submitted to arbitration, following the procedure set forth in Section A of this article.
- D. Any grievance or dispute not submitted according to the foregoing procedure shall be foreclosed for all contractual and legal purposes.
- E. Any employee who is a dues paying member shall be entitled to use the grievance procedure even during their probationary period for other than a grievance involving discharge.
- F. The Union will not be responsible for handling grievances of non-dues paying bargaining unit employees.
- G. Time limits set in this Article shall not include Saturdays, Sundays, or paid holidays, except where indicated.
- H. Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between the Employer and the Union, however, such settlement shall not constitute an admission the contract was violated nor shall it be used as a precedent for future contract interpretation.

## ARTICLE 8

### RULES AND REGULATIONS

The Federation recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of Town business and reasonable penalties for violation of such rules provided said rules and regulations do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. Established rules, regulations and penalties shall be posted on all departmental bulletin boards. Any changes to the rules and regulations which are formulated by the Town will be implemented only after written notice to the Federation On-Site Representative. Changes in present rules shall not become effective until they have been posted for five (5) work days.

Employees will be provided with a written copy of the new rules within thirty (30) days of implementation.

## **ARTICLE 9**

### **DISCIPLINARY ACTION**

- A. An employee may be disciplined only for just cause.
- B. An employee who is terminated for any reason shall receive all pay due for work performed to the effective date and hour of termination. Said employee shall also be paid for any unused vacation and accrued vacation earned, if applicable.

## ARTICLE 10

### HOURS OF WORK

- A. The Town agrees to maintain the current hours of work for all bargaining unit employees.
- B. The normal work day for the Public Works Division shall be 8 a.m. to 4:30 p.m. or 7:00 a.m. to 3:30 p.m. during the months of May through September for street maintenance employees; and/or other employees as assigned by the Department Director. The Department Director may extend the 7:00 a.m. to 3:30 p.m work schedule beyond the May-September months, but shall give reasonable notice prior to changing the schedule back to 8:00 a.m. to 4:30 p.m. Employees hired October 1, 1985, or thereafter, may be subject to having the work week changed based on needs of the Division.
- C. Employees in the ~~Community Services~~ Parks and Recreation Department are subject to the work week as designated by the Director. Notification of work hours in the ~~Community Services~~ Parks and Recreation Department are subject to change due to unforeseen circumstances such as cancellations, rescheduling of programs, unpredicted meetings, etc. The Director will give 48 hours notice of change of schedule; except in the case of an emergency where it will be the discretion of the Director to make immediate changes. The ~~Community Services~~ Parks and Recreation Department breaks will remain flexible due to the scheduling of activities. The ~~Community Services~~ Parks and Recreation Department will maintain their present lunch schedule.
- D. There shall be two 15 minute breaks, one in the first half of the shift and one in the second half of the shift for Streets, Parks and Vehicle Maintenance. There shall be a one hour lunch period paid with a half hour of the lunch period paid for by the Town for Streets, Parks and Vehicle Maintenance.
- E. Each employee shall be allowed up to three occurrences of tardiness of no longer than 7 minutes per occurrence, during a 12 month period with no disciplinary action.

## ARTICLE 11

### OVERTIME

- ~~A. Any employee who works in excess of forty (40) hours in any seven (7) day work period shall be compensated at the rate of one and one-half times his/her regular hourly rate of pay for all time worked over forty (40) hours.~~
- ~~B. An employee will not be entitled to overtime unless he/she actually works more than forty (40) hours in a work week. Lunch periods are not considered as hours worked and, therefore, only after working forty (40) hours would the employee be paid at the overtime rate.~~
- ~~C. For purposes of this Article, authorized leave will not count toward hours worked where calculating overtime. Authorized leave shall include, but not be limited to the following:~~
- ~~1. Sick Leave~~
  - ~~2. Vacation Leave~~
  - ~~3. Compensatory Time Off~~
- ~~D. For purposes of computing overtime, break periods shall be treated as time actually worked.~~
- ~~E. To the extent possible overtime assignments shall be distributed by a rotating departmental seniority list among those bargaining unit members qualified to perform such assignments. An accurate record reflecting the overtime work assigned to each employee covered by this Agreement shall be available to the Federation of Public Employees upon request.~~
- ~~F. There will be a minimum of two (2) hours call in pay plus one (1) hour travel time for any employee who is called to work outside of his/her regularly scheduled hours of work. Said hours will be paid at the overtime rate of pay.~~
- ~~G. Employees shall not normally have the right to refuse overtime, except if a family emergency exists. However, in no event can an employee refuse overtime if the Town Administrator, or designee, determines such overtime is necessary to meet operational requirements.~~
- A. The normal workweek for employees covered by this Agreement shall consist of eight (8) hours a day, five (5) consecutive days for a total of forty (40) hours per week. The normal workweek shall be Monday through Friday unless otherwise specified for specific departmental needs.
- B. All hours worked in excess of an employees scheduled work day or workweek shall be paid at the overtime rate of the employees current rate of pay at one time and half (1 - 1/2).

- C. For the purpose of computing overtime, holidays, vacation leave, authorized sick leave, meal breaks, rest periods or any other paid leave of absence shall be counted as time worked.
- D. There will be a minimum of two (2) hours call in pay plus one (1) hour travel time for any employee who is called to work outside his/her regularly scheduled hours of work. An employee who works a holiday shall be compensated at the overtime rate of the employees current rate of pay at one and one half (1- 1/2) Employees on sick leave shall not be call in.
- E. To the extent possible, the Town agrees to distribute overtime in an equitable manner among qualified unit personnel normally assigned to perform such assignments. To the extent possible, the Town will fill overtime vacancies in an equitable manner among qualified personnel. An accurate record reflecting the overtime work assigned to each employee covered by this Agreement shall be available to the FPE upon request.
- F. Employees normally shall not have the right to refuse overtime, except if a family emergency exists. However in no event can an employee refuse overtime if the Town Administrator, or designee, determines such overtime is necessary to meet operational requirements.
- G. 1. In the event a Bargaining Unit Member is called in to work or instructed to remain at work after his or her scheduled work hours due to a declared emergency situation or a threatened emergency situation, the Bargaining Unit Member shall be compensated at a rate of twice (2X) his or her base hourly pay rate for all hours in excess of his or her regularly scheduled work hours.
2. All Bargaining Unit Members called in to work under the provision of subsection 1 shall be entitled to a minimum of two (2) hours pay plus one (1) hour of travel time.
- H. Emergency call-out time shall commence (a) when the Bargaining Unit Member receives a call to report to work or is instructed to return to work by a public announcement pursuant to a declaration of emergency by the Town Administrator or his or her designee; or (b) when the Bargaining Unit Member's supervisor instruct him or her to remain at work at the conclusion of his or her scheduled shift due to emergency conditions.
- I. A Bargaining Unit Member scheduled to work during a declared emergency and who is sent home or instructed not to report to work by his or her supervisor or the Town Administrator or designee shall be paid for the time he or she was scheduled to work at his or her base rate of pay.

## ARTICLE 12

### PROBATION

When an employee is hired by the Town, or a current employee begins employment in a new or different position, said employee shall be on probationary status for 12 continuous months from the first date of employment in the new or different position, with an interim evaluation to be done after six (6) months. After a successful evaluation and completion of said period, the employee shall attain a regular employee status. Employees may be entitled to the use of their sick and vacation time in accordance with Article 15, as long as they have successfully passed an appropriate six (6) month performance review and period of six (6) months continuous employment with the Town.

In the event a probationary employee does not meet expectations or better in their evaluation, an extension of up to ninety (90) days may be provided at the sole discretion of the department head. Said action shall not be subject to appeal by the employee and/or the Federation. If an extension is granted and the employee meets expectations, the anniversary date for the employee shall remain the same; however, the step increase will not be retroactive and shall commence the date the extended evaluation is completed.

During an employee's initial probationary status, the Town may terminate said employee for any reason. Said action shall not be subject to appeal by the employee and/or the Federation.

In the event that an employee employed by the Town who voluntarily fills a vacancy or a new position in any other job classification within the unit; and the Town determines, within the probationary period, that the employee has not satisfactorily performed that job, the employee will be given written notice of such unsatisfactory performance and allow 30 days to improve performance to the standards necessary. If after said 30 day period, performance standards have not been attained, the employee may apply and shall be returned to any lesser position if available within the Bargaining Unit for which he/she is qualified. If no position is available at that time and the employee is terminated, the employee shall be placed on recall subject to Article 18, however, the employee must respond within 5 working days after the notice is sent or such recall rights are forfeited.

Bargaining Unit Employees shall be permitted to join the Federation during the probationary period. The Federation shall be entitled to handle and process all grievances during an employee's probationary period except for suspension or discharge for just cause.

## **ARTICLE 13**

### **SENIORITY**

Bargaining unit seniority is understood to mean an employee's most recent date of continuous employment in any Town job classification covered by this Collective Bargaining Agreement, and shall continue as long as the employee has been carried for payroll purposes as an employee. Bargaining unit seniority will continue to accrue during all types of Town of Davie approved leave except for leave of absence without pay for more than ninety (90) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for periods of less than ninety (90) days shall not cause the bargaining unit seniority date to be adjusted.

Bargaining unit seniority shall be used to determine seniority in any situation where seniority is a determining factor with the exception of layoffs. In lay-off situations, the employees' date of hire with the Town shall be considered his/her date of hire regardless of whether or not the employee was in a bargaining unit position. As stated this Town-wide seniority shall only apply in lay-off situations.

## ARTICLE 14

### HOLIDAYS

A. The following holidays will be observed as holidays for Town employees:

New Year's Day	Thanksgiving Day
President's Day	Day After Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	1/2 Day New Year's Eve
Veteran's Day	<u>Martin Luther King Jr. Day</u>
	<u>Employees Birthday*</u>
	<u>Quality Service Day**</u>

Any holiday adopted by the Town Council shall be incorporated by reference as a holiday with respect to the employees covered by this Agreement.

\*Or another day as mutually agreed upon by the Department Director and the employee. (Must have been employed at least six (6) months).

\*\*An employee who has no written disciplinary actions in a full fiscal year (Beginning with October 1, 1999 through September 30, 2000) shall receive a Quality Service Day during the following fiscal year. The day must be mutually agreed upon by the Department Director and the employee.

- B. In the event that any of the aforementioned holidays fall within an employee's regular work week, the employee shall be compensated at his regular rate of pay and shall receive the day off.
- C. In the event that a holiday(s) falls outside the employee's work week, and that employee's work week is not Monday through Friday, the employee shall receive the equivalent of that holiday(s) as holiday time. Said holiday(s) must be requested by the employee within ninety (90) days from the date of the holiday(s). In the event that the employee requests holiday time off but is denied said time and/or days(s) off, the employee shall, at his option, either receive compensation in lieu of the holiday time and/or days(s) off or designate another holiday and/or time off. Said request shall not be unreasonably denied by the Town. In the event that the employee fails to request his holiday time within ninety (90) days from the date of the holiday, then the Town shall have the right to designate the equivalent day (s) and/or time off on behalf of the employee.
- D. For this group when a holiday falls on Saturday, it will be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday will be observed as the holiday.
- E. Any employee who works on a designated holiday shall receive regular pay

plus one and one-half (1 1/2) times his regular rate of pay for all hours worked on the holiday.

- F. In order to receive pay for an observed holiday, an employee must not have been absent without pay and/or absent without approved leave either on the work day before or after the holiday.

## ARTICLE 15

### LEAVES

#### A. VACATION

Each regular employee (leave shall accrue for part time employees in regular positions, working at least twenty (20) hours per week) shall be entitled to vacation with pay based on the schedule below:

1. Ten (10) working days each year for the first through the fifth (5th) year of employment;
2. Fifteen (15) working days each year for years six (6) through nine (9);
3. Twenty (20) days each year for years ten (10) and over.

Employees will be entitled to the scheduled vacation above or pay therefore, in event of resignation or termination, only after completion of twelve (12) months of continuous service. An employee may be permitted to take vacation with pay as long as they have successfully passed an applicable six (6) month performance review and a six (6) month continuous period of employment with the Town after completion of six (6) months continuous service upon the Town Administrator or his/her designee's approval but if the employee's service is terminated for any reason before twelve (12) calendar months and completion of probation, the amount paid for vacation will be deducted from the employee's final check.

Vacations are earned on the basis of length of service with the Town. When an employee resigns ~~under favorable terms~~, he/she will be paid for any unused accrued vacation. Accruals are pro-rated during the year. Each employee entitled to a vacation may indicate his/her preferred vacation time and such request will be considered in continuous service order and granted when practicable, but it is understood that the efficient operation of the Town shall be the first consideration, and the Town shall have the right to assign vacations on that basis.

All pay due an employee while on vacation will be made available as if the employee were not on vacation. Advance pay will not be paid in excess of a two week period.

Vacation credits shall be cumulative; however, at the end of the fiscal year, vacation leave credits remaining to the employee in excess of eighty (80) hours shall be forfeited.

The amount transferable for part time employees, working at least twenty (20) hours per week, will be equivalent to one half of the hours indicated above.

#### B. SICK LEAVE

1. Full time employees, including probationary employees, will earn credit of eight (8) hours of sick pay for each month of service. Such credit will be accumulated from the date of employment and will not exceed 1040 hours. An employee who does not use sick leave for a period of six (6) consecutive months may elect to convert four (4) bonus days to be added to his vacation leave and to be subtracted from his sick leave. Sick leave credits will be prorated for part time employees in regular positions, including probationary employees, working at least twenty (20) hours per week. Sick leave for part-time employees in regular positions may be accumulated up to a maximum of 520 hours.
2. Employees may use sick leave credit for personal illness or injury or illness or injury of a member of an employee's immediate family ~~residing in the employee's household that~~ requires the employee's personal care and attention, providing that the employee notifies his/her division/department director on the first day of absence for such illness or injury and states the reason for the absence. The division/department head, or his designee, must be notified within one hour of the employee's scheduled work shift.
3. Probationary employees earn credits for illness from the date of employment. An employee may be permitted to take sick leave with pay as long as they have successfully passed an applicable six (6) month performance review and a six (6) month continuous period of employment with the Town.
4. An employee will be paid fifty percent (50%) of the value of the sick leave accumulated to his/her credit at the time of separation, provided the employee leaves employment in good standing and has satisfactorily completed his/her initial probationary period. If an employee retires under the provisions of the Town Retirement System he/she will be paid fifty percent (50%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee, one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group life insurance policy. The maximum pay out for this article shall be 1040 hours of sick leave credit and for part time employees will be equivalent to one half of the hours indicated above.
5. A regular employee who is absent from work and disabled because of a job related injury or a job related illness will continue to accrue sick leave hours during such period of absence that he/she remains in full pay status.
6. The Town will grant one (1) personal vacation day to any employee in this unit who does not utilize sick time in a continuous six (6) month period during any calendar year.

#### C. SICK LEAVE BANK

The parties mutually agree to establish a joint sick leave bank to provide Blue and White Collar Bargaining Unit employees with an emergency pool of sick leave days for illness, accident or injury of self, above and beyond those available under "sick leave" provisions.

Participation in such bank shall be voluntary and shall be governed as follows:

1. Requirements for eligibility in the sick bank:
  - a. members must be non-probationary bargaining unit employees;
  - b. employees must have a sick leave accrual of ten (10) work days or more at the time of enrollment.
2. Maintenance of Leave Bank:
  - a. bank will be activated when a minimum of the value of \$1,500 has been deposited;
  - b. employees must contribute two (2) hours of accrued leave (one (1) hour for part time employees) monthly to the leave bank; employee contribution must be authorized in writing to the Budget & Finance Department;
  - c. when the leave bank reserve has been reduced to a value of \$1,000, each employee must contribute additional hours to the leave bank as determined by the Committee; employee contribution must be authorized in writing to the Budget & Finance Department.
3. Withdrawal of Leave from Bank:
  - a. employees must be members of the leave bank at least sixty (60) calendar days before leave can be withdrawn from the bank;
  - b. a member must have exhausted all accrued sick leave, vacation leave or compensatory leave before leave can be withdrawn from the bank;
  - c. a member receiving compensation from insurance such as Group Short Term Disability or Worker's Compensation for the time requested from the bank is eligible to receive only an amount of time which, when converted to cash, would not exceed his/her regular weekly pay when added to the compensation received from the other source(s);

- d. a member may receive a maximum of 80 hours (40 hours for part time employees) in full work day units unless reduced in accordance with subsection 3. c. per calendar year.
4. A three-member bargaining unit committee ("Committee") shall be elected once a year by the bargaining unit members of the bank to administer the bank. The Budget & Finance Department and the Committee shall maintain records of contributions and withdrawals from the sick leave bank at all times. The Committee shall notify the Budget & Finance Department in writing of the amount of leave granted to a member of the sick leave bank.
5. Any alleged abuse or misuse of the sick leave bank shall be investigated by the bargaining unit representatives and Committee. If the investigation results in wrongdoing, the employee shall be notified by the Committee and he/she shall repay all sick leave days withdrawn from the bank.
6. Employees who choose to no longer participate in the sick leave bank shall forfeit their right to withdraw any leave already contributed to the bank.
7. Dissolution of bank will result in reassignment of the unused bank reserve to the then current members of the bank on an equal cash value basis.
8. The Union will indemnify, defend and hold the Town harmless against any claims made and against any suit instituted against the Town on account of leave bank functions.
9. Sick leave bank usage or denial of usage shall not be grievable.

#### D. LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay, beyond the vacation, sick and other leave to which an employee is entitled, may be granted for good and sufficient reason in the opinion of the Town Administrator or his designee. Efficient operation shall be the first consideration for approval of such leave. The term of the leave of absence shall be in writing and the leave will not be for more than six (6) months but the term may be extended for one (1) additional six (6) month period at the option of the Town Administrator or his designee. This Article shall include Maternity Leaves of Absence without pay. However, this section shall not exclude any benefits to which women are entitled for Maternity purposes under any other benefits provided for by the Town.
2. Such leave, including any extension, shall not affect an employee's

continuous service providing there has been no impairment of his/her ability to perform the available work, but if an employee fails to return to work within the term of leave, the employee's continuous service shall be broken and employment shall be terminated.

3. At the end of the leave of absence, an employee will be entitled to reinstatement at a rate of pay not less than that which he/she received immediately prior to his/her leave of absence. The employee, upon return, shall return to his/her most recently held job or the equivalent.
4. During the leave of absence, the employee will not be entitled to accumulate any sick leave or annual leave (vacation). In addition, the employee will not be eligible for any holiday pay during such leave.
5. No leave of absence, with or without pay, will be granted to permit an employee to work at another job or conduct a business.
6. An employee who is granted an unpaid leave of absence must keep the insurance coverage on himself/herself and his/her dependents in effect by paying the entire premium for such coverage without contribution by the Town in advance each month during the period of such leave.

#### E. BEREAVEMENT LEAVE

1. Any employee who suffers the death of an immediate family member described in Section 2 shall be granted three (3) working days bereavement leave, however, if the funeral is held outside the State of Florida and is attended by the employee, he/she shall be granted five (5) working days.
2. For purposes of this section ~~an immediate family member shall be the employees: mother; father; sister; brother; grandmother; grandfather; spouse; son; daughter; grandchildren; mother-in-law; father-in-law; daughter-in-law, son-in-law; brother-in-law; and sister-in-law; half-brother; half-sister; step-mother; step-father.~~ the term "immediate family" shall be defined as employee's father, mother, spouse, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, son or daughter in-law, son or daughter, step-parents, or step-children (or members of the employee's family as approved by the Department Director or Human Resources Director.)
3. The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

**F. MILITARY LEAVE**

The Town of Davie recognizes the right and duty of its employees to serve in units of the U.S. Armed Forces, Reserves, and the Florida National Guard. As such, military leave will be granted in accordance with applicable Federal and/or State Statutes.

**G. JURY DUTY**

Employees who are called for Jury Duty or who are subpoenaed as witnesses before any court of competent jurisdiction or administrative tribunal in the performance of their duties as a Town employee or in connection with this agreement shall, upon proper proof, be paid compensation for such time as they are actually detained from their regular hours, less the fee received.

**H. ADJUSTMENT OF DATES**

Any type of approved leave of absence (included but not limited to: vacation, sick, leave of absence without pay) less than three (3) months will not effect continuous service, however, leaves of absence for three (3) months or more will result in the adjustment of the employee's anniversary and evaluation date, for all leave time for three (3) months or more, which affects all other articles of this contract.

## ARTICLE 16

### JOB POSTING, FILLING VACANCIES AND NEW POSITIONS

- A. When the Town is actively seeking to fill a vacancy or creates a new position within this bargaining unit, the Town shall be required to post said vacancy. The notice shall be posted for ~~three (3)~~ five (5) consecutive working days and shall include the rate of pay, minimum qualifications and deadline for application. In the event of exigent circumstances, internal and external postings may be advertised concurrently.
  
- B. Each employee within the bargaining unit shall have an opportunity to apply and be considered for such position. Following the posting deadline, the applicants who meet the minimum qualifications shall be interviewed, tested; if applicable, and evaluated based upon their ability to perform the job. All things being equal, the applicant with the most seniority shall be appointed.
  
- C. Employees interviewed for promotional opportunities shall be notified of their acceptance or rejection within a reasonable time, and in the case of rejection, the specific reasons for the rejection.

## ARTICLE 17

### WORKING OUT OF CLASSIFICATION

Each employee covered under this Agreement shall work within his/her regular job classification. However, in the event of temporary vacancies in either a lower or higher job classification, within the bargaining unit, the Town of Davie may temporarily assign an employee to a different classification subject to the following provisions:

1. An employee may be assigned to a lower job classification only when there is no work available in his/her regular job classification. Assignments to lower job classifications shall be made on the basis of seniority with less senior employees being assigned first. In the event there is work available in that employee's regular job classification during the period in which he/she is temporarily assigned, he/she will immediately be restored to his/her regular job classification. An employee temporarily assigned to a lower paying job classification shall be compensated at the rate of pay received in his/her regular paying job classification. No person in a lower job classification may perform the function of a higher classification where a person in that higher classification is available and not working in his/her job classification.
2. An employee temporarily assigned by his/her department director to a higher paying job classification ~~in the Bargaining Unit for a continuous period of eight (8) hours or more~~ within a pay period shall be compensated at the regular rate of pay of the higher job classification for all hours worked by the employee. The employee temporarily working in a higher classification shall be paid at a step in that higher classification sufficient to give the employee a higher rate of pay, but in no event shall that higher rate of pay be less than 5%.

## ARTICLE 18

### LAYOFF AND RECALL

#### A. LAYOFF

Layoff, defined, is the separation of an employee for lack of work or funds as determined by the Town, or due to the reduction in or the contracting out of services, without fault or delinquency on the employee's part.

Prior to any proposed reduction in work force, furlough, layoff, abolishment of department or division, the Town shall, as soon as practicable, notify the Federation.

In the event of a reduction in force, furlough, layoff, abolishment of a department, division or job classification, the order of layoff shall be strictly by Town wide seniority and the order of layoff shall be as follows:

1. First - Temporary employees shall be terminated.
2. Second - Probationary employees shall be laid off.
3. Third - Regular employees shall be laid off.

The most recent employee hired shall be the first to be affected and said reduction in force, furlough, layoff, abolishment of a department, division, or job classification shall continue in the same order thereafter. Any regular employee who is affected by the above shall have the option of displacing any less senior employee in an equal or lower job classification employed by the Town provided the employee is able to immediately perform the duties of that job classification.

#### B. RECALL

Regular employees who have been laid off shall be reemployed in the reverse order from which they were laid off.

Any employee whose employment is affected by any of the circumstances contained above, shall, for a one (1) year period, have the right to fill any subsequent vacancy in the same job classification in the unit provided he/she has the ability to perform the duties of that position. The Town shall notify, by certified mail, any affected employee of any unit vacancy in said job classification. Additionally, the Town shall notify by regular mail, this same employee of any vacancy within the unit while on the recall list and that employee could then apply for said opening.

Employees who have been laid off shall have recall rights not to exceed

twelve (12) months. When a vacancy occurs for which there is a recall list, the Personnel Division will send a certified letter of notice to the employee at the last address he/she filed with the Personnel Division with a courtesy copy to the Federation. If the employee refuses to return to work in the classification for which he/she is recalled, or if there is no response within ten (10) working days after the notice is sent, such employee would still be eligible for Town of Davie employment but not on a preferential recall basis.

#### C. CONTRACTING OUT

The Town is not precluded from time to time to add contractual employees for vacancies in classifications beyond the scope of budgeted positions. It is understood that the Town has the right to determine the nature and to what extent the work required in its operation shall be performed by employees covered by this Agreement, and shall have the right to contract and/or subcontract any existing or future work. However, the Town shall notify the Union of its intent to contract and/or subcontract any existing or future work. The Town shall impact bargain over its decision to contract and/or subcontract that work currently being performed by any blue collar bargaining unit employee.

When contracting or subcontracting is necessary, the Town agrees to use every effort to place affected employees in other existing positions for which there are vacancies and for which the employees are qualified.

#### D. SEVERANCE PAY

All employees shall receive at least a two (2) week notice of layoff, or in lieu of notice two (2) weeks pay at his /her regular rate of pay. The Federation shall be furnished copies of all layoffs at the same time as the laid off employee receives his/her notice.

## ARTICLE 19

### SAFETY

#### SECTION 1

- A. The Town agrees that there will be a Town-wide safety committee which meets periodically during the term of this agreement. It is further agreed that the bargaining unit can have one (1) member on that committee.
- B. If job equipment is considered unsafe by an employee, then it shall be the responsibility of that employee to immediately report to his/her supervisor the faulty, unsafe equipment. The supervisor will inspect the reported equipment and determine, in writing, if the equipment will be used or repaired.
- C. Employees who are required to wear safety devices and/or equipment shall have such devices and/or equipment provided by the Town at no cost to the employee unless lost or damaged through employee negligence.

#### SECTION 2

- A. In the event an employee is involved in an accident while using a Town vehicle and it is determined that he/she is at fault or solely responsible for the accident, said employee shall pay up to \$300 toward the cost to repair or replace damaged Town vehicle and/or any other vehicle or damaged property for which the Town, as a result of the accident, becomes liable to expend monies. Determination as to whether an employee is at fault or solely responsible for an accident shall be made by the Police Department Traffic Unit or other designee as assigned by the Chief of Police.
- B. It will be the policy of the Town to promote safety within each work area. If an employee using a Town vehicle or motorized equipment is not involved in an accident and has not incurred any Worker's Compensation claims, he/she shall be entitled to a safety incentive. In addition, the employee must have been employed for the full fiscal year to receive said incentive. The safety incentive to be awarded to employees meeting the criteria above shall be as indicated below:
  - Each fiscal year that an employee has no chargeable traffic accidents and worker's compensation claims, he/she will receive a \$50.00 U.S. savings bond or equivalent (\$25.00) as a safety incentive.

## ARTICLE 20

### WORK SHOES & UNIFORMS

A Department Director may require an employee to wear appropriate steel toed shoes as a safety precaution. ~~All employees so required to wear steel toed shoes will be entitled to be reimbursed up to \$50.00 per pair of shoes, as a monetary supplement, with an annual cap of \$100.00.~~ Employees required to wear safety shoes may receive an allowance of up to one hundred fifty dollars (\$150.00) per year for the purchase of two (2) pairs of work shoes, if warranted. Employees receiving a safety shoe allowance must wear the safety shoes at all times while on Town time, unless express written authorization from the Department Head is received relieving the employee of this obligation. Probationary employees who leave Town employment prior to completion of their probationary period shall be required to reimburse the Town for supplement monies.

Uniforms will also be supplied and laundered for all employees working in the Public Works department. Blouses and/or shirts supplied for Recreation employees will be laundered by the employee. All employees covered by this article shall be required to wear the appropriate work shoes and supplied uniforms.

The Town agrees to provide bargaining unit employees with rain gear and a jacket during the winter months.

## ARTICLE 21

### PROPERTY DAMAGE

Employees whose personal property is damaged under certain conditions while working are to be reimbursed for the cost of repairing the damages or for replacement if repairs cannot be made.

The Town will reimburse the employee if:

1. The equipment is required by the Town in the performance of his/her duties.
2. The damage occurred while in the performance of Town business of Town property or elsewhere if under the direction of the employee's supervisor.
3. The damage occurred during the employee's working hours.
4. The damage was caused by an object, piece of equipment, material or another employee where all persons involved were legitimately carrying out the duties of their jobs.
5. The employee was wearing protective equipment where prescribed for a given job.

However, the Town will not reimburse the employee if the above occurred:

1. During lunch, break and refreshment period.
2. While breaking normal rules of conduct expected in a business environment or violating safety rules.

The claim must be presented on a prescribed form to the Town Administrator or designee. The form must be approved by the employee's supervisor and department head and submitted within two (2) working days after damage occurs. A witness to the accident should be included whenever possible.

## ARTICLE 22

### EDUCATIONAL REIMBURSEMENTS

The Town agrees to reimburse for approved courses or tuition costs equivalent to those charges per credit hour made by a state university for any employee who has been employed for less than two (2) years for approved job related courses at the following rate:

A -	100%
B -	95%
C -	90%

Said approval of courses shall not be unreasonably withheld.

For any employee employed two years or longer, the Town will pay tuition costs (not limited to State University charges per credit hour), matriculation fees and books for approved job related courses at the following rate:

A -	100%
B -	95%
C -	90%

If the course is presented on a "pass/fail" basis, said employees must receive a grade of "pass," which will be reimbursed at 100%. For vocational/technical courses that do not provide a grade of pass/fail, a certificate of completion will be accepted.

Employees who voluntarily resign, or are terminated, will be required to reimburse the Town for educational expenses if they do not complete two (2) years of service after the course is completed.

Courses attended by bargaining unit members which are required by management shall be treated as hours worked.

**Article 23  
Wages**

**Blue Collar Pay Plan  
2000-2001**

The FPE Scale will be as follows (upon successful completion of an employee's evaluation, said employee shall be entitled to and receive a step increase on an annual basis until he/she has received the maximum step within the pay grade):

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
Laborer (400)	\$21,221	\$22,282	\$23,396	\$24,566	\$25,794	\$27,084	\$28,439	\$29,860	\$31,353
Driver (400)	<u>10.2025</u>	<u>10.7127</u>	<u>11.2482</u>	<u>11.8107</u>	<u>12.4011</u>	<u>13.0213</u>	<u>13.6724</u>	<u>14.3560</u>	<u>15.0738</u>
Cust. Maint. Person (401)	\$22,068	\$23,172	\$24,330	\$25,547	\$26,824	\$28,165	\$29,574	\$31,052	\$32,605
	<u>10.6096</u>	<u>11.1403</u>	<u>11.6971</u>	<u>12.2821</u>	<u>12.8693</u>	<u>13.5410</u>	<u>14.2181</u>	<u>14.9290</u>	<u>15.6754</u>
Maintenance Technician I (402)	\$23,171	\$24,329	\$25,546	\$26,824	\$28,165	\$29,573	\$31,052	\$32,604	\$34,234
	<u>11.1400</u>	<u>11.6968</u>	<u>12.2817</u>	<u>12.8960</u>	<u>13.5407</u>	<u>14.2178</u>	<u>14.9287</u>	<u>15.6751</u>	<u>16.4589</u>
Recreation Leader (403)	\$23,179	\$24,338	\$25,555	\$26,833	\$28,174	\$29,583	\$31,062	\$32,615	\$34,246
Park Ranger (403)	<u>11.1436</u>	<u>11.7008</u>	<u>12.2859</u>	<u>12.9003</u>	<u>13.5451</u>	<u>14.2225</u>	<u>14.9336</u>	<u>15.6803</u>	<u>16.4643</u>
Pool Lifeguard (403)									
(404)	\$23,237	\$24,399	\$25,619	\$26,900	\$28,245	\$29,657	\$31,140	\$32,697	\$34,332
	<u>11.1717</u>	<u>11.7302</u>	<u>12.3169</u>	<u>12.9328</u>	<u>13.5793</u>	<u>14.2584</u>	<u>14.9713</u>	<u>15.7199</u>	<u>16.5059</u>
Maintenance Technician II (405)	\$24,330	\$25,546	\$26,824	\$28,165	\$29,573	\$31,051	\$32,604	\$34,234	\$35,946
	<u>11.6969</u>	<u>12.2819</u>	<u>12.8960</u>	<u>13.5407</u>	<u>14.2178</u>	<u>14.9286</u>	<u>15.6750</u>	<u>16.4588</u>	<u>17.2817</u>
Crew Leader (406)	\$25,058	\$26,310	\$27,626	\$29,007	\$30,458	\$31,981	\$33,580	\$35,259	\$37,022
	<u>12.0470</u>	<u>12.6492</u>	<u>13.2818</u>	<u>13.9457</u>	<u>14.6431</u>	<u>15.3753</u>	<u>16.1441</u>	<u>16.9513</u>	<u>17.7988</u>
(407)	\$26,880	\$28,224	\$29,635	\$31,116	\$32,672	\$34,306	\$36,021	\$37,822	\$39,714
	<u>12.9230</u>	<u>13.5690</u>	<u>14.2476</u>	<u>14.9598</u>	<u>15.7078</u>	<u>16.4933</u>	<u>17.3180</u>	<u>18.1839</u>	<u>19.0931</u>
Equipment Operator (408)	\$28,224	\$29,635	\$31,117	\$32,673	\$34,306	\$36,022	\$37,823	\$39,714	\$41,700
	<u>13.5691</u>	<u>14.2477</u>	<u>14.9599</u>	<u>15.7080</u>	<u>16.4935</u>	<u>17.3181</u>	<u>18.1840</u>	<u>19.0932</u>	<u>20.0479</u>
Fitness Specialist (409)	\$31,864	\$33,457	\$35,130	\$36,887	\$38,731	\$40,667	\$42,700	\$44,835	\$47,077
	<u>15.3192</u>	<u>16.0851</u>	<u>16.8893</u>	<u>17.7339</u>	<u>18.6206</u>	<u>19.5515</u>	<u>20.5291</u>	<u>21.5555</u>	<u>22.6333</u>
Maintenance Technician III (410)	\$34,194	\$35,904	\$37,699	\$39,584	\$41,563	\$43,641	\$45,823	\$48,114	\$50,520
Operations Supervisor (410)	<u>16.4394</u>	<u>17.2613</u>	<u>18.1244</u>	<u>19.0306</u>	<u>19.9822</u>	<u>20.9813</u>	<u>22.0304</u>	<u>23.1319</u>	<u>24.2885</u>

## WAGES

Maintenance Technician I, II, III, (pay grades 402, 405, 410 respectively) after contract ratification, will remain in the class specification of Maintenance Technician and will retain present pay grade unless promoted.

Crew Leaders (pay grade 406) will be a department level working supervisory position. All employee will be able to apply for a crew leader position, when posted.

Operations Supervisor (pay grade 410), Working supervisor position within department. This position will replace the foreperson assignment. All eligible employees will be able to apply for the Operations Supervisor when posted.

A jointly agreed upon application between the Town and Federation of Public Employees - Blue Collar Unite, will be submitted to PERC for removal of the agreed upon class specifications.

Fiscal Year 1997-2000: \*

~~Effective at the beginning of the first full pay period after October 1, of each fiscal year, there will be a cost-of-living adjustment to the above-specified blue collar pay plan. The amount of the adjustment will be "the July 12-month percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for the Miami Local Area Urban Wage Earners."~~

~~However, it is understood that, regardless of said percentage change, the adjustment will be no greater than 4%. The Town will notify the Federation in writing of the actual CPI. In the event said percentage change is greater than 6%, the Federation will have the option of accepting the 4% or of reopening negotiations on the subject of wages. To reopen wage negotiations for each fiscal year, the Federation shall serve written notice to the Town at least 30 days after notification from the Town or 30 days prior to October 1st of each fiscal year whichever is sooner.~~

~~\* The parties have mutually agreed that the cost-of-living adjustment (based upon the above concept) effective at the beginning of the first full pay period after October 1, 1997 will be 3.1%.~~

## ARTICLE 24

### LONGEVITY

On October 1st of each contract year, any employee with the following years of service will be entitled to receive to a longevity payment (first pay period in December):

5 Years of Service - \$300

6 - 8 Years of Service - \$400

9 Years of Service - \$500

Employees will be entitled to the longevity payment only if they have completed the specified number of years of service by September 30th of the contract year.

Longevity payments will be made on the first pay period in the month of December

The parties have agreed that when an employee not currently in the bargaining unit transfers into a Federation bargaining unit position any longevity increase that may be due to the employee shall be prorated at the rate listed above. Such prorated amount shall be computed from the date the employee was transferred into the Federation bargaining unit position.

## ARTICLE 25

### INSURANCE

#### A. LIFE INSURANCE

The Town will agree to maintain for each member covered by this agreement a term insurance policy in full force and effect during the employment of said employee in the amount of \$40,000. ~~On or before March 1, 1998 the Town will increase the term life insurance amount to \$40,000.~~

#### B. HEALTH INSURANCE

The Town shall provide health and dental insurance for each employee at no cost to the employee. The Town of Davie will offer the employee an option of obtaining the health plan offered by the Town of Davie or the HMO plans offered. In addition, the Town will pay 50% of the cost of dependent health and dental insurance. The Town reserves the right to change the amount of the deductible to take effect on the annual election date. Employees will be notified of any changes before the annual election date.

#### C. DISABILITY INSURANCE

The Town shall furnish short term disability for each employee at no cost to the employee effective January 1, 1993. Short term disability payments will be offset with any applicable leave usage, thus each employee shall not receive more than 100% of regular weekly pay.

## ARTICLE 26

### PENSION

The Town will provide a defined contribution plan. The defined contribution plan will be an Internal Revenue Code 401 Money Purchase Plan. The Employee ~~will~~ may contribute ~~3%~~ up to 4% and the Town will contribute 5% of each employees base pay into the plan on behalf of each employee. The employee shall 100% vest upon completion of five (5) full years of service. Employees current account balances will be 100% vested. This shall become effective upon Town Council adoption of the amended pension plan.

The Town will adopt a plan that provides for the employees' contributions to be tax deferred as an "employer pick-up," as determined by the Internal Revenue code.

## ARTICLE 27

### SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties, upon demand, agree to renegotiate a replacement provision.

Any benefit which accrued to any employee prior to the effective date of this Agreement, which is not specifically mentioned in this Agreement, shall continue in full force and effect unless changed as a result of these negotiations.

Benefits currently enacted by this contract, and ordinances and resolutions of the Town providing benefits to unit employees shall not be changed without mutual consent of the Federation and Town during the term of this agreement.

## ARTICLE 28

### COMPARABLE STUDY COMMITTEE

As a result of contract negotiations, the parties raised issues as to equitable salaries for employees of this unit and therefore agree to form a wage comparable study committee. The Federation shall appoint two employees to represent this bargaining unit members and the Town shall appoint two members. From among the four members a chairperson shall be elected. In the event a chairperson is not elected from among the four members then the Town Administrator shall appoint a chairperson. Meetings shall take place as called by the chairperson. No less than five meetings will be called. The committee will solicit written input from employees in this bargaining unit and shall correspond with as many public entities in Broward County as possible to solicit the salary structure and job descriptions for this and/or similar positions that exist within this bargaining unit. The committee will then review and jointly agree to propose recommendations on revisions in the pay structure of this bargaining unit to the Town Council for their consideration and possible action.

## **ARTICLE 29**

### **TOTALITY OF AGREEMENT**

The Town and the Federation recognize and agree that the provisions contained herein represent the totality of the agreement between the parties. It is understood and agreed, however, that the parties may by voluntary mutual consent, modify or add to this agreement at any time during its term. Absent such mutual consent, there exists no obligation duty or otherwise to negotiate during the term of this agreement, any provision to the contrary notwithstanding.

## **ARTICLE 30**

### **PART-TIME EMPLOYEES**

Part-time employees will not receive any benefits under the aforestated agreement unless certain benefits are specifically provided for part-time employees.

ARTICLE 31

TERM OF AGREEMENT

This Agreement shall be in effect for three (3) years commencing October 1, ~~1997,~~ 2000, and expiring September 30, 2000 3 with the sole exception of the provision in Article 23 - Wages.

The parties agree to open negotiations concerning wages and up to two (2) other articles selected by each party sixty (60) days prior to October 1, 2001.

The parties agree that no earlier than one hundred twenty (120) days prior to the expiration of this agreement and no later than thirty (30) days prior to the expiration of this Agreement, the parties shall meet, confer and exchange proposals concerning the negotiations of a new agreement.

The Town agrees to permit ~~two (2)~~ four (4) bargaining unit employees to participate in contract negotiations between the Town and the Federation during regular business hours with no loss of pay.

Dated this \_\_\_\_ day of \_\_\_\_\_, ~~1997~~ 2000.

TOWN OF DAVIE

FEDERATION OF PUBLIC EMPLOYEES (AFL-CIO)

By \_\_\_\_\_  
Mayor/Councilmember

By \_\_\_\_\_

By \_\_\_\_\_  
Town Administrator

By \_\_\_\_\_

## TABLE OF CONTENTS

	Preamble.....	1
Article 1	Recognition.....	2
Article 2	Non-Discrimination.....	3
Article 3	No Strikes, No Lockouts.....	4
Article 4	Management Rights.....	5
Article 5	Employee Rights.....	6
	A. Personnel File	
	B. Performance Evaluation	
	C. Labor Management Committee	
	D. Facilities	
Article 6	Federation Rights.....	8
	A. Dues Deduction	
	B. Services to the Union	
	C. On Site Representatives	
	D. Bulletin Boards	
	E. Distribution of Federation Material	
	F. Use of Town Facilities	
	G. Copies of Agreement	
Article 7	Grievance Procedure.....	10
Article 8	Rules and Regulations.....	12
Article 9	Disciplinary Action.....	13
Article 10	Hours of Work.....	14
Article 11	Overtime.....	15
Article 12	Probation.....	17
Article 13	Seniority.....	18
Article 14	Holidays.....	19
Article 15	Leaves.....	21
	A. Vacation	
	B. Sick Leave	
	C. Sick Leave Bank	
	D. Leave of Absence Without Pay	
	E. Bereavement Leave	
	F. Military Leave	
	G. Jury Duty	
	H. Adjustment of Dates	
Article 16	Job Posting, Filling Vacancies and New Positions.....	27
Article 17	Working Out Of Classification.....	28
Article 18	Layoff and Recall.....	29
	A. Layoff	
	B. Recall	
	C. Contracting Out	
	D. Severance Pay	

## TABLE OF CONTENTS

Article 19	Safety .....	31
Article 20	Work Shoes & Uniforms.....	32
Article 21	Property Damage.....	33
Article 22	Education Reimbursements.....	34
Article 23	Wages.....	35
Article 24	Longevity.....	37
Article 25	Insurance.....	38
	A.    Life Insurance	
	B.    Health Insurance	
	C.    Disability Insurance	
Article 26	Pension.....	39
Article 27	Savings Clause.....	40
Article 28	Comparable Study Committee.....	41
Article 29	Totality of Agreement.....	42
Article 30	Part-Time Employees.....	43
Article 31	Term of Agreement.....	44

**AGREEMENT**  
**BETWEEN**  
**TOWN OF DAVIE**

**-AND-**

**FEDERATION OF PUBLIC EMPLOYEES**  
**A DIVISION OF THE NATIONAL FEDERATION**  
**OF PUBLIC AND PRIVATE EMPLOYEES,**  
**AFFILIATED WITH DISTRICT NO. 1 - MEBA, AFL-CIO**

**BLUE COLLAR UNIT**

## **PREAMBLE**

This Agreement is made and entered into by and between the Town of Davie, (hereinafter referred as to the Town) and the FEDERATION of PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, AFFILIATED WITH DISTRICT 1 - MARINE ENGINEERS BENEFICIAL ASSOCIATION (MEBA), AFL-CIO, (hereinafter referred as to the Union).

Whereas the Federation of Public Employees has been selected as the sole and exclusive bargaining representative for the certified bargaining unit set forth in Article 1 and has been recognized by the Town of Davie as the exclusive bargaining representative for said employees, it is the intention of the parties of this Agreement to provide, for a salary schedule, fringe benefits, and terms and conditions of employment of the employees covered by this Agreement, and to provide for an orderly and prompt method of handling and processing grievances.

Now, therefore, the parties agree as follows:

## ARTICLE 1

### RECOGNITION

The Town of Davie recognizes the Federation of Public Employees, FEDERATION of PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, AFFILIATED WITH DISTRICT 1 - MARINE ENGINEERS BENEFICIAL ASSOCIATION (MEBA), AFL-CIO, as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment in the following designated unit:

**INCLUDED:** All regular and full and part-time blue collar personnel employed by the Town of Davie in the following job classifications: Crew Leader, Custodial Maintenance Person, Equipment Operator I, Equipment Operator II, Fitness Specialist, Laborer, Maintenance I, Maintenance II, Maintenance III, Operations Supervisor, Park Ranger, Pool Lifeguard, Recreation Leader.

**EXCLUDED:** Chief Building Inspector, Chief Electrical Inspector, Chief Plumbing Inspector, Chief Zoning Inspector, Building Inspector, Zoning Inspector, Assistant Public Works Director, Bookkeeper, Cashier, Clerk Typist, Executive Secretary, Permit Clerk, Police Aide, Records Clerk, and Secretary.

Whenever used in this Agreement, the word "Employee" or "Employees" shall mean any person or persons employed in the aforescribed unit as defined by the Florida Public Employees Relations Commission, Case No. RC-80-015 Certification No. 499 Certificate of Exclusive Bargaining Representative and amended by Order No. 91E-036, March 6, 1991 and Order No. 94E-301, November 14, 1994.

*Effective February 4, 1993 (upon ratification of the agreement dated October 1, 1991) the parties have mutually agreed to retitle the following classifications: Maintenance I and Maintenance II to Maintenance Technician I, Tradesperson and Maintenance III to Maintenance Technician II, Maintenance Mechanic to Maintenance Technician III, and Equipment Operator I and Equipment Operator II to Equipment Operator.*

*Effective July 20, 1994 the parties have mutually agreed to include the Driver.  
Effective August 9, 1995 the parties have mutually agreed to exclude the Garage Clerk and Small Engine Mechanic.*

## ARTICLE 2

### NON-DISCRIMINATION

- A. The Town and the Federation affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training, remembering that the public law and public interest require no discrimination on account of race, color, creed, disability, national origin, age, religion, sex, or political affiliation.
- B. The Town of Davie agrees that neither it nor any of its official representatives will intimidate or coerce any employees or group of employees to refrain from joining or becoming a member of the Federation of Public Employees.

The parties agree that there will be no discrimination against an employee for joining or not joining the Federation of Public Employees.

The Federation shall not be required to process grievances for employees who are not dues paying members in good standing with the Federation.

- C. Whenever action is taken to comply with the Americans With Disabilities Act (ADA) of 1990 the Town shall notify the Federation of said action and provide the union with available information unless prohibited due to confidentiality and/or non-disclosure by ADA.

## **ARTICLE 3**

### **NO STRIKES, NO LOCKOUTS**

The Federation agrees that there shall be no strikes or slowdowns of any kind whatsoever by employees of this bargaining unit.

The Town agrees that there shall be no lockout of employees for any reason except in those cases where the Town deems such action necessary for the safety of its property and citizens.

## ARTICLE 4

### MANAGEMENT RIGHTS

It is understood that the Town of Davie has the right to operate all departments and divisions of the Town and this Agreement shall not be construed to limit in any way the right of the Town of Davie to manage and operate its business.

In order to fulfill this commitment and responsibility the Town of Davie shall have the right, subject to the terms and conditions of this Agreement to:

1. Hire, promote and evaluate employees.
2. Discipline, demote, suspend or discharge employees for just cause.
3. Determine unilaterally the purpose of each department, division or operation.
4. Determine what reasonable work activities are performed.
5. Exercise control and discretion over the employees and operations of the Town of Davie.
6. Cause reductions in work force for legitimate reasons, after negotiating the impact of said reductions with the Federation.
7. Set standards of services to be provided.
8. Formulate, change or modify rules, regulations and procedures provided it is not contrary to the provisions of this Agreement.

## ARTICLE 5

### EMPLOYEE RIGHTS

#### A. PERSONNEL FILES

1. There shall be one official personnel file for each bargaining unit employee, which shall be kept and maintained in Town Hall, however, this does not preclude Departments from maintaining their own files or supervisory notes.
2. Any member of the bargaining unit shall have the right to examine his/her personnel file at any reasonable time upon request to the Town's Records Custodian. The employee may request copies of documents in his/her personnel file and the Town shall provide employees with requested copies.
3. An employee may if he/she desires, file a statement of rebuttal to any document in the personnel file. Such rebuttal shall state facts that are relevant to the issue(s) stated in the document to which the rebuttal is to be attached, and shall not contain opinions and/or disparaging remarks about employees, supervisors, or the Town in general.

#### B. PERFORMANCE EVALUATIONS

1. A performance evaluation shall be conducted to appraise the effectiveness of performance of employees and for the purpose of improving the quality of service by the employee in the unit. The evaluation shall appraise the employee's performance during the period of time covered for the evaluation.
2. All regular employees shall be evaluated at least once each fiscal year. The evaluation shall be completed within sixty (60) days of the employee's anniversary date. If the evaluation is not completed within the sixty (60) days, then the employee shall receive his/her wage increase automatically for that evaluation period. The employee's new pay rate shall be effective on the employee's anniversary date. This section shall not apply to employees on paid or unpaid leaves of absence.
3. All regular employees shall have the right grieve any evaluation that has an overall rating of below "meets expectations". Employees who have reached the maximum pay level for their current unit position may grieve the evaluation only through step 3 of the grievance procedure.

**C. LABOR MANAGEMENT COMMITTEE**

There shall be a Labor Management Committee formed within the bargaining unit. This Committee shall consist of three employees designated by the Federation and two supervisors/department heads designated by the Town. The Committee shall meet during regular business hours. Time off with pay, as required shall be granted to employees designated as Committee members for attendance at Labor Management meetings.

The Labor Management Committee shall meet on at least once every four months as well as other times by mutual consent. The purpose of these meetings shall be to discuss problems and objectives of mutual concern not involving grievances. Recommendations of the Labor Management Committee are not binding unless approved by the Town Administrator or his or her designee and the President of the Federation or his or her designee.

**D. FACILITIES**

The Town agrees that there will be adequate lunchroom and lavatory facilities provided and maintained by the Town to include lockers for each employee.

## ARTICLE 6

### FEDERATION RIGHTS

#### A. DUES DEDUCTIONS

Union deductions shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the Town for these deductions. The amount of monies to be deducted for each employee shall be provided by the Federation to the Town. Any changes in the amounts to be deducted shall be given to the Town thirty (30) days in advance. These monies along with a list of each employee's name and bi-weekly base earnings shall be transmitted to the Federation within thirty (30) days after the bi-weekly deductions.

The Federation shall indemnify the Town and hold the Town harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the Town to comply or attempt to comply herewith.

Dues shall be deducted bi-weekly and sent to The Federation of Public Employees, 1700 N.W. 66th Avenue, Suite 100B, Plantation, Florida 33313 Attention Secretary-Treasurer.

#### B. SERVICES TO THE UNION

The Town shall provide, upon request, a list of all bargaining unit employees, including name and address (pursuant to provisions to FSS 119).

#### C. ON-SITE REPRESENTATIVE

1. The Federation shall appoint three On-Site Representatives, one of whom shall be the Chief On-Site Representative and three alternates, for the bargaining unit and shall notify the Town of those representatives in writing.
2. Each On-Site Representative, or alternate, if designated by the On-Site Representative, shall have up to fifteen (15) minutes, with pay, to discuss any grievance with a unit member. The On-Site Representative or alternate, if designated by the On-Site Representative, may attend any grievance meeting at no loss of pay.
3. The Chief On-Site Representative shall have the right to attend any

and/or all meetings, conferences, etc., between the Town and the Federation concerning rates of pay, rules and/or working conditions affecting employees within the designated unit at no loss of pay.

4. The three(3) on-site representatives shall be permitted three (3) days off per year at no loss of pay as approved by the department director to attend an officially sanctioned Federation business.
5. For purposes of calculating overtime pay, all time spent by the On-Site Representative or the Chief On-Site Representative pursuant to Section C of this article shall count as time worked during regular work hours not to exceed a total of ten (10) hours, in the aggregate per on-site representative in the fiscal year. All hours must be documented in a memorandum to Human Resources.

#### D. BULLETIN BOARDS

The Town agrees that it shall provide space on all bulletin boards in departments in which unit members work for use by the Federation of Public Employees.

#### E. DISTRIBUTION OF FEDERATION MATERIAL

1. The Town agrees to permit the Federation to distribute Town approved written material, provided that such material will only be disseminated on the normal payday. The Federation shall notify and provide the material to be distributed to the Town Administrator or designee no later than 11:00 a.m., two (2) days preceding the normal payday.
2. It is understood by both parties that the Town shall incur no liability with respect to any action that may or may not be taken by any individual, group, or corporation as a result of the distribution of such material.

#### F. USE OF TOWN FACILITIES

The Federation will be permitted to use a Town facility at no cost as available, for sanctioned Union business, providing said arrangements have been made with the appropriate department.

#### G. COPIES OF AGREEMENT

The Union agrees to pay fifty percent (50%) of the actual cost of reproduction of one hundred (100) copies of this agreement (CBA) and the Union will provide all bargaining unit members with a copy of the Collective Bargaining Agreement.

### ARTICLE 7

## **GRIEVANCE PROCEDURE**

A grievance shall be defined as any dispute or grievance arising between the Town and the union or any employee over the interpretation or application of this Agreement shall be processed in the following manner:

A. Step 1            Within ten (10) working days after the occurrence of the event giving rise to the grievance, the employee, with or without the assistance of the On-Site Representative (at the employee's option), shall take it up with his immediate supervisor who may render a decision within five (5) working days and if not adjusted, then; shall automatically proceed to Step 2.

Step 2                If not resolved within the time frame specified above, the grievance shall be reduced to writing and signed by the aggrieved employee and the On-Site Representative, and the grievance shall be filed with the Department Head within five (5) working days. The On-Site Representative, the grievant, and the Department Head shall discuss it. If not adjusted at that time, proceed with Step 3.

Step 3                If not resolved within five (5) working days of the meeting in Step 2, the grievance shall be submitted to the Town Administrator or his/her designee for decision. The Union Representative, representative, the On-Site Representative, the grievant, and the Town Administrator, or his designee, shall discuss it with the response to be rendered within ten (10) working days thereafter. If not adjusted, then proceed to Step 4.

Step 4                Not later than twenty (20) working days after the response is rendered in Step 3 and if the grievant is not satisfied, either party may request such dispute or grievance be submitted to arbitration, as follows:

1.    Upon failure of the parties to agree upon an arbitrator within twenty (20) working days from the written request of either party to the other for arbitration either party may, upon written notice to the other request the Federal Mediation and Conciliation Service to designate an arbitrator in accordance with their rules. The decision of the arbitrator in the matter if made in accordance with this contract and the applicable State and Federal Laws and judicial interpretations, shall be final and binding on the parties.

2.    The power of the arbitrator shall be limited to the interpretation of the Agreement. He shall have no power to

add to or subtract from or modify any of the items of this Agreement, nor shall he have power to establish or change any wage scale or classification.

3. The fees and expense of the impartial arbitrator shall be borne equally. All other expenses in connection with the presentation of a matter to the arbitrator shall be borne by the party incurring them.
- B. A class grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit and may be submitted at Step 2 or 3 if mutually agreed upon.
- C. In the event an employee is discharged by the Town, the aggrieved party to this Agreement or employee or employees may, within a reasonable period of time not to exceed ten (10) business days, grieve his/her discharge to the Town Administrator or his designee who shall, within five (5) business days of the receipt of the discharge grievance, meet with a representative of the Federation in an attempt to resolve the grievance. At this meeting the employee and/or the On-Site Federation Representative shall also be present. Within five (5) business days after this meeting, Town Administrator shall render his decision in writing.
- Not later than twenty (20) business days after a response is rendered by the Town Administrator, the grievant, if not satisfied with the response, may request such dispute or grievance be submitted to arbitration, following the procedure set forth in Section A of this article.
- D. Any grievance or dispute not submitted according to the foregoing procedure shall be foreclosed for all contractual and legal purposes.
- E. Any employee who is a dues paying member shall be entitled to use the grievance procedure even during their probationary period for other than a grievance involving discharge.
- F. The Union will not be responsible for handling grievances of non-dues paying bargaining unit employees.
- G. Time limits set in this Article shall not include Saturdays, Sundays, or paid holidays, except where indicated.
- H. Nothing herein shall preclude the earlier settlement of any grievance directly by agreement between the Employer and the Union, however, such settlement shall not constitute an admission the contract was violated nor shall it be used as a precedent for future contract interpretation.

## ARTICLE 8

## **RULES AND REGULATIONS**

The Federation recognizes the right of the Town to establish reasonable rules and regulations for the safe and efficient conduct of Town business and reasonable penalties for violation of such rules provided said rules and regulations do not conflict with any provisions of the Collective Bargaining Agreement or any terms and conditions of employment. Established rules, regulations and penalties shall be posted on all departmental bulletin boards. Any changes to the rules and regulations which are formulated by the Town will be implemented only after written notice to the Federation On-Site Representative. Changes in present rules shall not become effective until they have been posted for five (5) work days.

Employees will be provided with a written copy of the new rules within thirty (30) days of implementation.

## **ARTICLE 9**

### **DISCIPLINARY ACTION**

- A. An employee may be disciplined only for just cause.
- B. An employee who is terminated for any reason shall receive all pay due for work performed to the effective date and hour of termination. Said employee shall also be paid for any unused vacation and accrued vacation earned, if applicable.

## ARTICLE 10

### HOURS OF WORK

- A. The Town agrees to maintain the current hours of work for all bargaining unit employees.
- B. The normal work day for the Public Works Division shall be 8 a.m. to 4:30 p.m. or 7:00 a.m. to 3:30 p.m. during the months of May through September for street maintenance employees; and/or other employees as assigned by the Department Director. The Department Director may extend the 7:00 a.m. to 3:30 p.m. work schedule beyond the May-September months, but shall give reasonable notice prior to changing the schedule back to 8:00 a.m. to 4:30 p.m. Employees hired October 1, 1985, or thereafter, may be subject to having the work week changed based on needs of the Division.
- C. Employees in the Parks and Recreation Department are subject to the work week as designated by the Director. Notification of work hours in the Parks and Recreation Department are subject to change due to unforeseen circumstances such as cancellations, rescheduling of programs, unpredicted meetings, etc. The Director will give 48 hours notice of change of schedule; except in the case of an emergency where it will be the discretion of the Director to make immediate changes. The Parks and Recreation Department breaks will remain flexible due to the scheduling of activities. The Parks and Recreation Department will maintain their present lunch schedule.
- D. There shall be two 15 minute breaks, one in the first half of the shift and one in the second half of the shift for Streets, Parks and Vehicle Maintenance. There shall be a one hour lunch period paid with a half hour of the lunch period paid for by the Town for Streets, Parks and Vehicle Maintenance.
- E. Each employee shall be allowed up to three occurrences of tardiness of no longer than 7 minutes per occurrence, during a 12 month period with no disciplinary action.

## ARTICLE 11

### OVERTIME

- A. The normal workweek for employees covered by this Agreement shall consist of eight (8) hours a day, five (5) consecutive days for a total of forty (40) hours per week. The normal workweek shall be Monday through Friday unless otherwise specified for specific departmental needs.
- B. All hours worked in excess of an employees scheduled work day or workweek shall be paid at the overtime rate of the employees current rate of pay at one time and half (1 - 1/2).
- C. For the purpose of computing overtime, holidays, vacation leave, authorized sick leave, meal breaks, rest periods or any other paid leave of absence shall be counted as time worked.
- D. There will be a minimum of two (2) hours call in pay plus one (1) hour travel time for any employee who is called to work outside his/her regularly scheduled hours of work. An employee who works a holiday shall be compensated at the overtime rate of the employees current rate of pay at one and one half (1- 1/2) Employees on sick leave shall not be call in.
- E. To the extent possible, the Town agrees to distribute overtime in an equitable manner among qualified unit personnel normally assigned to perform such assignments. To the extent possible, the Town will fill overtime vacancies in an equitable manner among qualified personnel. An accurate record reflecting the overtime work assigned to each employee covered by this Agreement shall be available to the FPE upon request.
- F. Employees normally shall not have the right to refuse overtime, except if a family emergency exists. However in no event can an employee refuse overtime if the Town Administrator, or designee, determines such overtime is necessary to meet operational requirements.
- G.
  1. In the event a Bargaining Unit Member is called in to work or instructed to remain at work after his or her scheduled work hours due to a declared emergency situation or a threatened emergency situation, the Bargaining Unit Member shall be compensated at a rate of twice (2X) his or her base hourly pay rate for all hours in excess of his or her regularly scheduled work hours.
  2. All Bargaining Unit Members called in to work under the provision of subsection 1 shall be entitled to a minimum of two (2) hours pay plus one (1) hour of travel time.
- H. Emergency call-out time shall commence (a) when the Bargaining Unit Member receives a call to report to work or is instructed to return to work by a public announcement pursuant to a declaration of emergency by the Town Administrator or his or her designee; or (b) when the Bargaining Unit

Member's supervisor instruct him or her to remain at work at the conclusion of his or her scheduled shift due to emergency conditions.

- I. A Bargaining Unit Member scheduled to work during a declared emergency and who is sent home or instructed not to report to work by his or her supervisor or the Town Administrator or designee shall be paid for the time he or she was scheduled to work at his or her base rate of pay.

## ARTICLE 12

### PROBATION

When an employee is hired by the Town, or a current employee begins employment in a new or different position, said employee shall be on probationary status for 12 continuous months from the first date of employment in the new or different position, with an interim evaluation to be done after six (6) months. After a successful evaluation and completion of said period, the employee shall attain a regular employee status. Employees may be entitled to the use of their sick and vacation time in accordance with Article 15, as long as they have successfully passed an appropriate six (6) month performance review and period of six (6) months continuous employment with the Town.

In the event a probationary employee does not meet expectations or better in their evaluation, an extension of up to ninety (90) days may be provided at the sole discretion of the department head. Said action shall not be subject to appeal by the employee and/or the Federation. If an extension is granted and the employee meets expectations, the anniversary date for the employee shall remain the same; however, the step increase will not be retroactive and shall commence the date the extended evaluation is completed.

During an employee's initial probationary status, the Town may terminate said employee for any reason. Said action shall not be subject to appeal by the employee and/or the Federation.

In the event that an employee employed by the Town who voluntarily fills a vacancy or a new position in any other job classification within the unit; and the Town determines, within the probationary period, that the employee has not satisfactorily performed that job, the employee will be given written notice of such unsatisfactory performance and allow 30 days to improve performance to the standards necessary. If after said 30 day period, performance standards have not been attained, the employee may apply and shall be returned to any lesser position if available within the Bargaining Unit for which he/she is qualified. If no position is available at that time and the employee is terminated, the employee shall be placed on recall subject to Article 18, however, the employee must respond within 5 working days after the notice is sent or such recall rights are forfeited.

Bargaining Unit Employees shall be permitted to join the Federation during the probationary period. The Federation shall be entitled to handle and process all grievances during an employee's probationary period except for suspension or discharge for just cause.

## **ARTICLE 13**

### **SENIORITY**

Bargaining unit seniority is understood to mean an employee's most recent date of continuous employment in any Town job classification covered by this Collective Bargaining Agreement, and shall continue as long as the employee has been carried for payroll purposes as an employee. Bargaining unit seniority will continue to accrue during all types of Town of Davie approved leave except for leave of absence without pay for more than ninety (90) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absence without pay for periods of less than ninety (90) days shall not cause the bargaining unit seniority date to be adjusted.

Bargaining unit seniority shall be used to determine seniority in any situation where seniority is a determining factor with the exception of layoffs. In lay-off situations, the employees' date of hire with the Town shall be considered his/her date of hire regardless of whether or not the employee was in a bargaining unit position. As stated this Town-wide seniority shall only apply in lay-off situations.

## ARTICLE 14

### HOLIDAYS

A. The following holidays will be observed as holidays for Town employees:

New Year's Day	Thanksgiving Day
Martin Luther King Jr. Day	Day After Thanksgiving
President's Day	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	1/2 Day New Year's Eve
Labor Day	Employees Birthday *
Veteran's Day	Quality Service Day **

Any holiday adopted by the Town Council shall be incorporated by reference as a holiday with respect to the employees covered by this Agreement.

\*Or another day as mutually agreed upon by the Department Director and the employee. (Must have been employed at least six (6) months).

\*\*An employee who has no written disciplinary actions in a full fiscal year (Beginning with October 1, 1999 through September 30, 2000) shall receive a Quality Service Day during the following fiscal year. The day must be mutually agreed upon by the Department Director and the employee.

- B. In the event that any of the aforementioned holidays fall within an employee's regular work week, the employee shall be compensated at his regular rate of pay and shall receive the day off.
- C. In the event that a holiday(s) falls outside the employee's work week, and that employee's work week is not Monday through Friday, the employee shall receive the equivalent of that holiday(s) as holiday time. Said holiday(s) must be requested by the employee within ninety (90) days from the date of the holiday(s). In the event that the employee requests holiday time off but is denied said time and/or days(s) off, the employee shall, at his option, either receive compensation in lieu of the holiday time and/or days(s) off or designate another holiday and/or time off. Said request shall not be unreasonably denied by the Town. In the event that the employee fails to request his holiday time within ninety (90) days from the date of the holiday, then the Town shall have the right to designate the equivalent day (s) and/or time off on behalf of the employee.
- D. For this group when a holiday falls on Saturday, it will be observed on the preceding Friday. When a holiday falls on Sunday, the following Monday will be observed as the holiday.
- E. Any employee who works on a designated holiday shall receive regular pay plus one and one-half (1 1/2) times his regular rate of pay for all hours

worked on the holiday.

- F. In order to receive pay for an observed holiday, an employee must not have been absent without pay and/or absent without approved leave either on the work day before or after the holiday.

## ARTICLE 15

### LEAVES

#### A. VACATION

Each regular employee (leave shall accrue for part time employees in regular positions, working at least twenty (20) hours per week) shall be entitled to vacation with pay based on the schedule below:

1. Ten (10) working days each year for the first through the fifth (5th) year of employment;
2. Fifteen (15) working days each year for years six (6) through nine (9);
3. Twenty (20) days each year for years ten (10) and over.

Employees will be entitled to the scheduled vacation above or pay therefore, in event of resignation or termination, only after completion of twelve (12) months of continuous service. An employee may be permitted to take vacation with pay as long as they have successfully passed an applicable six (6) month performance review and a six (6) month continuous period of employment with the Town after completion of six (6) months continuous service upon the Town Administrator or his/her designee's approval but if the employee's service is terminated for any reason before twelve (12) calendar months and completion of probation, the amount paid for vacation will be deducted from the employee's final check.

Vacations are earned on the basis of length of service with the Town. When an employee resigns he/she will be paid for any unused accrued vacation. Accruals are pro-rated during the year. Each employee entitled to a vacation may indicate his/her preferred vacation time and such request will be considered in continuous service order and granted when practicable, but it is understood that the efficient operation of the Town shall be the first consideration, and the Town shall have the right to assign vacations on that basis.

All pay due an employee while on vacation will be made available as if the employee were not on vacation. Advance pay will not be paid in excess of a two week period.

Vacation credits shall be cumulative; however, at the end of the fiscal year, vacation leave credits remaining to the employee in excess of eighty (80) hours shall be forfeited.

The amount transferable for part time employees, working at least twenty (20) hours per week, will be equivalent to one half of the hours indicated above.

#### B. SICK LEAVE

1. Full time employees, including probationary employees, will earn credit of eight (8) hours of sick pay for each month of service. Such credit will be accumulated from the date of employment and will not exceed 1040 hours. An employee who does not use sick leave for a period of six (6) consecutive months may elect to convert four (4) bonus days to be added to his vacation leave and to be subtracted from his sick leave. Sick leave credits will be prorated for part time employees in regular positions, including probationary employees, working at least twenty (20) hours per week. Sick leave for part-time employees in regular positions may be accumulated up to a maximum of 520 hours.
2. Employees may use sick leave credit for personal illness or injury or illness or injury of a member of an employee's immediate family requires the employee's personal care and attention, providing that the employee notifies his/her division/department director on the first day of absence for such illness or injury and states the reason for the absence. The division/department head, or his designee, must be notified within one hour of the employee's scheduled work shift.
3. Probationary employees earn credits for illness from the date of employment. An employee may be permitted to take sick leave with pay as long as they have successfully passed an applicable six (6) month performance review and a six (6) month continuous period of employment with the Town.
4. An employee will be paid fifty percent (50%) of the value of the sick leave accumulated to his/her credit at the time of separation, provided the employee leaves employment in good standing and has satisfactorily completed his/her initial probationary period. If an employee retires under the provisions of the Town Retirement System he/she will be paid fifty percent (50%) of the value of the sick leave accumulated to his/her credit at time of separation. Upon death of employee, one hundred percent (100%) of the value of accumulated sick leave will be paid to the employee's beneficiary as named on the employee's group life insurance policy. The maximum pay out for this article shall be 1040 hours of sick leave credit and for part time employees will be equivalent to one half of the hours indicated above.
5. A regular employee who is absent from work and disabled because of a job related injury or a job related illness will continue to accrue sick leave hours during such period of absence that he/she remains in full pay status.
6. The Town will grant one (1) personal vacation day to any employee in this unit who does not utilize sick time in a continuous six (6) month period during any calendar year.

#### C. SICK LEAVE BANK

The parties mutually agree to establish a joint sick leave bank to provide Blue and White Collar Bargaining Unit employees with an emergency pool of sick leave days for illness, accident or injury of self, above and beyond those available under "sick leave" provisions.

Participation in such bank shall be voluntary and shall be governed as follows:

1. Requirements for eligibility in the sick bank:
  - a. members must be non-probationary bargaining unit employees;
  - b. employees must have a sick leave accrual of ten (10) work days or more at the time of enrollment.
2. Maintenance of Leave Bank:
  - a. bank will be activated when a minimum of the value of \$1,500 has been deposited;
  - b. employees must contribute two (2) hours of accrued leave (one (1) hour for part time employees) monthly to the leave bank; employee contribution must be authorized in writing to the Budget & Finance Department;
  - c. when the leave bank reserve has been reduced to a value of \$1,000, each employee must contribute additional hours to the leave bank as determined by the Committee; employee contribution must be authorized in writing to the Budget & Finance Department.
3. Withdrawal of Leave from Bank:
  - a. employees must be members of the leave bank at least sixty (60) calendar days before leave can be withdrawn from the bank;
  - b. a member must have exhausted all accrued sick leave, vacation leave or compensatory leave before leave can be withdrawn from the bank;
  - c. a member receiving compensation from insurance such as Group Short Term Disability or Worker's Compensation for the time requested from the bank is eligible to receive only an amount of time which, when converted to cash, would not exceed his/her regular weekly pay when added to the compensation received from the other source(s);

- d. a member may receive a maximum of 80 hours (40 hours for part time employees) in full work day units unless reduced in accordance with subsection 3. c. per calendar year.
4. A three-member bargaining unit committee ("Committee") shall be elected once a year by the bargaining unit members of the bank to administer the bank. The Budget & Finance Department and the Committee shall maintain records of contributions and withdrawals from the sick leave bank at all times. The Committee shall notify the Budget & Finance Department in writing of the amount of leave granted to a member of the sick leave bank.
5. Any alleged abuse or misuse of the sick leave bank shall be investigated by the bargaining unit representatives and Committee. If the investigation results in wrongdoing, the employee shall be notified by the Committee and he/she shall repay all sick leave days withdrawn from the bank.
6. Employees who choose to no longer participate in the sick leave bank shall forfeit their right to withdraw any leave already contributed to the bank.
7. Dissolution of bank will result in reassignment of the unused bank reserve to the then current members of the bank on an equal cash value basis.
8. The Union will indemnify, defend and hold the Town harmless against any claims made and against any suit instituted against the Town on account of leave bank functions.
9. Sick leave bank usage or denial of usage shall not be grievable.

#### D. LEAVE OF ABSENCE WITHOUT PAY

1. Leaves of absence without pay, beyond the vacation, sick and other leave to which an employee is entitled, may be granted for good and sufficient reason in the opinion of the Town Administrator or his designee. Efficient operation shall be the first consideration for approval of such leave. The term of the leave of absence shall be in writing and the leave will not be for more than six (6) months but the term may be extended for one (1) additional six (6) month period at the option of the Town Administrator or his designee. This Article shall include Maternity Leaves of Absence without pay. However, this section shall not exclude any benefits to which women are entitled for Maternity purposes under any other benefits provided for by the Town.
2. Such leave, including any extension, shall not affect an employee's

continuous service providing there has been no impairment of his/her ability to perform the available work, but if an employee fails to return to work within the term of leave, the employee's continuous service shall be broken and employment shall be terminated.

3. At the end of the leave of absence, an employee will be entitled to reinstatement at a rate of pay not less than that which he/she received immediately prior to his/her leave of absence. The employee, upon return, shall return to his/her most recently held job or the equivalent.
4. During the leave of absence, the employee will not be entitled to accumulate any sick leave or annual leave (vacation). In addition, the employee will not be eligible for any holiday pay during such leave.
5. No leave of absence, with or without pay, will be granted to permit an employee to work at another job or conduct a business.
6. An employee who is granted an unpaid leave of absence must keep the insurance coverage on himself/herself and his/her dependents in effect by paying the entire premium for such coverage without contribution by the Town in advance each month during the period of such leave.

#### E. BEREAVEMENT LEAVE

1. Any employee who suffers the death of an immediate family member described in Section 2 shall be granted three (3) working days bereavement leave, however, if the funeral is held outside the State of Florida and is attended by the employee, he/she shall be granted five (5) working days.
2. For purposes of this section the term "immediate family" shall be defined as employee's father, mother, spouse, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, brother-in-law, sister-in-law, son or daughter in-law, son or daughter, step-parents, or step-children (or members of the employee's family as approved by the Department Director or Human Resources Director.)
3. The Town reserves the right to require documentation supporting all approval of bereavement leave after the employee returns to work.

**F. MILITARY LEAVE**

The Town of Davie recognizes the right and duty of its employees to serve in units of the U.S. Armed Forces, Reserves, and the Florida National Guard. As such, military leave will be granted in accordance with applicable Federal and/or State Statutes.

**G. JURY DUTY**

Employees who are called for Jury Duty or who are subpoenaed as witnesses before any court of competent jurisdiction or administrative tribunal in the performance of their duties as a Town employee or in connection with this agreement shall, upon proper proof, be paid compensation for such time as they are actually detained from their regular hours, less the fee received.

**H. ADJUSTMENT OF DATES**

Any type of approved leave of absence (included but not limited to: vacation, sick, leave of absence without pay) less than three (3) months will not effect continuous service, however, leaves of absence for three (3) months or more will result in the adjustment of the employee's anniversary and evaluation date, for all leave time for three (3) months or more, which affects all other articles of this contract.

## ARTICLE 16

### JOB POSTING, FILLING VACANCIES AND NEW POSITIONS

- A. When the Town is actively seeking to fill a vacancy or creates a new position within this bargaining unit, the Town shall be required to post said vacancy. The notice shall be posted for five (5) consecutive working days and shall include the rate of pay, minimum qualifications and deadline for application. In the event of exigent circumstances, internal and external postings may be advertised concurrently.
  
- B. Each employee within the bargaining unit shall have an opportunity to apply and be considered for such position. Following the posting deadline, the applicants who meet the minimum qualifications shall be interviewed, tested; if applicable, and evaluated based upon their ability to perform the job. All things being equal, the applicant with the most seniority shall be appointed.
  
- C. Employees interviewed for promotional opportunities shall be notified of their acceptance or rejection within a reasonable time, and in the case of rejection, the specific reasons for the rejection.

## ARTICLE 17

### WORKING OUT OF CLASSIFICATION

Each employee covered under this Agreement shall work within his/her regular job classification. However, in the event of temporary vacancies in either a lower or higher job classification, within the bargaining unit, the Town of Davie may temporarily assign an employee to a different classification subject to the following provisions:

1. An employee may be assigned to a lower job classification only when there is no work available in his/her regular job classification. Assignments to lower job classifications shall be made on the basis of seniority with less senior employees being assigned first. In the event there is work available in that employee's regular job classification during the period in which he/she is temporarily assigned, he/she will immediately be restored to his/her regular job classification. An employee temporarily assigned to a lower paying job classification shall be compensated at the rate of pay received in his/her regular paying job classification. No person in a lower job classification may perform the function of a higher classification where a person in that higher classification is available and not working in his/her job classification.
2. An employee temporarily assigned by his/her department director to a higher paying job classification eight (8) hours or more within a pay period shall be compensated at the regular rate of pay of the higher job classification for all hours worked by the employee. The employee temporarily working in a higher classification shall be paid at a step in that higher classification sufficient to give the employee a higher rate of pay, but in no event shall that higher rate of pay be less than 5%.

## ARTICLE 18

### LAYOFF AND RECALL

#### A. LAYOFF

Layoff, defined, is the separation of an employee for lack of work or funds as determined by the Town, or due to the reduction in or the contracting out of services, without fault or delinquency on the employee's part.

Prior to any proposed reduction in work force, furlough, layoff, abolishment of department or division, the Town shall, as soon as practicable, notify the Federation.

In the event of a reduction in force, furlough, layoff, abolishment of a department, division or job classification, the order of layoff shall be strictly by Town wide seniority and the order of layoff shall be as follows:

1. First - Temporary employees shall be terminated.
2. Second - Probationary employees shall be laid off.
3. Third - Regular employees shall be laid off.

The most recent employee hired shall be the first to be affected and said reduction in force, furlough, layoff, abolishment of a department, division, or job classification shall continue in the same order thereafter. Any regular employee who is affected by the above shall have the option of displacing any less senior employee in an equal or lower job classification employed by the Town provided the employee is able to immediately perform the duties of that job classification.

#### B. RECALL

Regular employees who have been laid off shall be reemployed in the reverse order from which they were laid off.

Any employee whose employment is affected by any of the circumstances contained above, shall, for a one (1) year period, have the right to fill any subsequent vacancy in the same job classification in the unit provided he/she has the ability to perform the duties of that position. The Town shall notify, by certified mail, any affected employee of any unit vacancy in said job classification. Additionally, the Town shall notify by regular mail, this same employee of any vacancy within the unit while on the recall list and that employee could then apply for said opening.

Employees who have been laid off shall have recall rights not to exceed

twelve (12) months. When a vacancy occurs for which there is a recall list, the Personnel Division will send a certified letter of notice to the employee at the last address he/she filed with the Personnel Division with a courtesy copy to the Federation. If the employee refuses to return to work in the classification for which he/she is recalled, or if there is no response within ten (10) working days after the notice is sent, such employee would still be eligible for Town of Davie employment but not on a preferential recall basis.

#### C. CONTRACTING OUT

The Town is not precluded from time to time to add contractual employees for vacancies in classifications beyond the scope of budgeted positions. It is understood that the Town has the right to determine the nature and to what extent the work required in its operation shall be performed by employees covered by this Agreement, and shall have the right to contract and/or subcontract any existing or future work. However, the Town shall notify the Union of its intent to contract and/or subcontract any existing or future work. The Town shall impact bargain over its decision to contract and/or subcontract that work currently being performed by any blue collar bargaining unit employee.

When contracting or subcontracting is necessary, the Town agrees to use every effort to place affected employees in other existing positions for which there are vacancies and for which the employees are qualified.

#### D. SEVERANCE PAY

All employees shall receive at least a two (2) week notice of layoff, or in lieu of notice two (2) weeks pay at his /her regular rate of pay. The Federation shall be furnished copies of all layoffs at the same time as the laid off employee receives his/her notice.

## ARTICLE 19

### SAFETY

#### SECTION 1

- A. The Town agrees that there will be a Town-wide safety committee which meets periodically during the term of this agreement. It is further agreed that the bargaining unit can have one (1) member on that committee.
- B. If job equipment is considered unsafe by an employee, then it shall be the responsibility of that employee to immediately report to his/her supervisor the faulty, unsafe equipment. The supervisor will inspect the reported equipment and determine, in writing, if the equipment will be used or repaired.
- C. Employees who are required to wear safety devices and/or equipment shall have such devices and/or equipment provided by the Town at no cost to the employee unless lost or damaged through employee negligence.

#### SECTION 2

- A. In the event an employee is involved in an accident while using a Town vehicle and it is determined that he/she is at fault or solely responsible for the accident, said employee shall pay up to \$300 toward the cost to repair or replace damaged Town vehicle and/or any other vehicle or damaged property for which the Town, as a result of the accident, becomes liable to expend monies. Determination as to whether an employee is at fault or solely responsible for an accident shall be made by the Police Department Traffic Unit or other designee as assigned by the Chief of Police.
- B. It will be the policy of the Town to promote safety within each work area. If an employee using a Town vehicle or motorized equipment is not involved in an accident and has not incurred any Worker's Compensation claims, he/she shall be entitled to a safety incentive. In addition, the employee must have been employed for the full fiscal year to receive said incentive. The safety incentive to be awarded to employees meeting the criteria above shall be as indicated below:
  - Each fiscal year that an employee has no chargeable traffic accidents and worker's compensation claims, he/she will receive a \$50.00 U.S. savings bond or equivalent (\$25.00) as a safety incentive.

## ARTICLE 20

### WORK SHOES & UNIFORMS

A Department Director may require an employee to wear appropriate steel toed shoes as a safety precaution. Employees required to wear safety shoes may receive an allowance of up to one hundred fifty dollars (\$150.00) per year for the purchase of two (2) pairs of work shoes, if warranted. Employees receiving a safety shoe allowance must wear the safety shoes at all times while on Town time, unless express written authorization from the Department Head is received relieving the employee of this obligation. Probationary employees who leave Town employment prior to completion of their probationary period shall be required to reimburse the Town for supplement monies.

Uniforms will also be supplied and laundered for all employees working in the Public Works department. Blouses and/or shirts supplied for Recreation employees will be laundered by the employee. All employees covered by this article shall be required to wear the appropriate work shoes and supplied uniforms.

The Town agrees to provide bargaining unit employees with rain gear and a jacket during the winter months.

## ARTICLE 21

### PROPERTY DAMAGE

Employees whose personal property is damaged under certain conditions while working are to be reimbursed for the cost of repairing the damages or for replacement if repairs cannot be made.

The Town will reimburse the employee if:

1. The equipment is required by the Town in the performance of his/her duties.
2. The damage occurred while in the performance of Town business of Town property or elsewhere if under the direction of the employee's supervisor.
3. The damage occurred during the employee's working hours.
4. The damage was caused by an object, piece of equipment, material or another employee where all persons involved were legitimately carrying out the duties of their jobs.
5. The employee was wearing protective equipment where prescribed for a given job.

However, the Town will not reimburse the employee if the above occurred:

1. During lunch, break and refreshment period.
2. While breaking normal rules of conduct expected in a business environment or violating safety rules.

The claim must be presented on a prescribed form to the Town Administrator or designee. The form must be approved by the employee's supervisor and department head and submitted within two (2) working days after damage occurs. A witness to the accident should be included whenever possible.

## ARTICLE 22

### EDUCATIONAL REIMBURSEMENTS

The Town agrees to reimburse for approved courses or tuition costs equivalent to those charges per credit hour made by a state university for any employee who has been employed for less than two (2) years for approved job related courses at the following rate:

A -	100%
B -	95%
C -	90%

Said approval of courses shall not be unreasonably withheld.

For any employee employed two years or longer, the Town will pay tuition costs (not limited to State University charges per credit hour), matriculation fees and books for approved job related courses at the following rate:

A -	100%
B -	95%
C -	90%

If the course is presented on a "pass/fail" basis, said employees must receive a grade of "pass," which will be reimbursed at 100%. For vocational/technical courses that do not provide a grade of pass/fail, a certificate of completion will be accepted.

Employees who voluntarily resign, or are terminated, will be required to reimburse the Town for educational expenses if they do not complete two (2) years of service after the course is completed.

Courses attended by bargaining unit members which are required by management shall be treated as hours worked.

**Article 23  
Wages**

**Blue Collar Pay Plan  
2000-2001**

The FPE Scale will be as follows (upon successful completion of an employee's evaluation, said employee shall be entitled to and receive a step increase on an annual basis until he/she has received the maximum step within the pay grade):

	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>	<u>STEP 7</u>	<u>STEP 8</u>	<u>STEP 9</u>
Laborer (400)	\$21,221	\$22,282	\$23,396	\$24,566	\$25,794	\$27,084	\$28,439	\$29,860	\$31,353
Driver (400)	<u>10.2025</u>	<u>10.7127</u>	<u>11.2482</u>	<u>11.8107</u>	<u>12.4011</u>	<u>13.0213</u>	<u>13.6724</u>	<u>14.3560</u>	<u>15.0738</u>
Cust. Maint. Person (401)	\$22,068	\$23,172	\$24,330	\$25,547	\$26,824	\$28,165	\$29,574	\$31,052	\$32,605
	<u>10.6096</u>	<u>11.1403</u>	<u>11.6971</u>	<u>12.2821</u>	<u>12.8693</u>	<u>13.5410</u>	<u>14.2181</u>	<u>14.9290</u>	<u>15.6754</u>
Maintenance Technician I (402)	\$23,171	\$24,329	\$25,546	\$26,824	\$28,165	\$29,573	\$31,052	\$32,604	\$34,234
	<u>11.1400</u>	<u>11.6968</u>	<u>12.2817</u>	<u>12.8960</u>	<u>13.5407</u>	<u>14.2178</u>	<u>14.9287</u>	<u>15.6751</u>	<u>16.4589</u>
Recreation Leader (403)	\$23,179	\$24,338	\$25,555	\$26,833	\$28,174	\$29,583	\$31,062	\$32,615	\$34,246
Park Ranger (403)	<u>11.1436</u>	<u>11.7008</u>	<u>12.2859</u>	<u>12.9003</u>	<u>13.5451</u>	<u>14.2225</u>	<u>14.9336</u>	<u>15.6803</u>	<u>16.4643</u>
Pool Lifeguard (403)									
(404)	\$23,237	\$24,399	\$25,619	\$26,900	\$28,245	\$29,657	\$31,140	\$32,697	\$34,332
	<u>11.1717</u>	<u>11.7302</u>	<u>12.3169</u>	<u>12.9328</u>	<u>13.5793</u>	<u>14.2584</u>	<u>14.9713</u>	<u>15.7199</u>	<u>16.5059</u>
Maintenance Technician II (405)	\$24,330	\$25,546	\$26,824	\$28,165	\$29,573	\$31,051	\$32,604	\$34,234	\$35,946
	<u>11.6969</u>	<u>12.2819</u>	<u>12.8960</u>	<u>13.5407</u>	<u>14.2178</u>	<u>14.9286</u>	<u>15.6750</u>	<u>16.4588</u>	<u>17.2817</u>
Crew Leader (406)	\$25,058	\$26,310	\$27,626	\$29,007	\$30,458	\$31,981	\$33,580	\$35,259	\$37,022
	<u>12.0470</u>	<u>12.6492</u>	<u>13.2818</u>	<u>13.9457</u>	<u>14.6431</u>	<u>15.3753</u>	<u>16.1441</u>	<u>16.9513</u>	<u>17.7988</u>
(407)	\$26,880	\$28,224	\$29,635	\$31,116	\$32,672	\$34,306	\$36,021	\$37,822	\$39,714
	<u>12.9230</u>	<u>13.5690</u>	<u>14.2476</u>	<u>14.9598</u>	<u>15.7078</u>	<u>16.4933</u>	<u>17.3180</u>	<u>18.1839</u>	<u>19.0931</u>
Equipment Operator (408)	\$28,224	\$29,635	\$31,117	\$32,673	\$34,306	\$36,022	\$37,823	\$39,714	\$41,700
	<u>13.5691</u>	<u>14.2477</u>	<u>14.9599</u>	<u>15.7080</u>	<u>16.4935</u>	<u>17.3181</u>	<u>18.1840</u>	<u>19.0932</u>	<u>20.0479</u>
Fitness Specialist (409)	\$31,864	\$33,457	\$35,130	\$36,887	\$38,731	\$40,667	\$42,700	\$44,835	\$47,077
	<u>15.3192</u>	<u>16.0851</u>	<u>16.8893</u>	<u>17.7339</u>	<u>18.6206</u>	<u>19.5515</u>	<u>20.5291</u>	<u>21.5555</u>	<u>22.6333</u>
Maintenance Technician III (410)	\$34,194	\$35,904	\$37,699	\$39,584	\$41,563	\$43,641	\$45,823	\$48,114	\$50,520
Operations Supervisor (410)	<u>16.4394</u>	<u>17.2613</u>	<u>18.1244</u>	<u>19.0306</u>	<u>19.9822</u>	<u>20.9813</u>	<u>22.0304</u>	<u>23.1319</u>	<u>24.2885</u>

## **WAGES**

Maintenance Technician I, II, III, (pay grades 402, 405, 410 respectively) after contract ratification, will remain in the class specification of Maintenance Technician and will retain present pay grade unless promoted.

Crew Leaders (pay grade 406) will be a department level working supervisory position. All employee will be able to apply for a crew leader position, when posted.

Operations Supervisor (pay grade 410), Working supervisor position within department. This position will replace the foreperson assignment. All eligible employees will be able to apply for the Operations Supervisor when posted.

A jointly agreed upon application between the Town and Federation of Public Employees - Blue Collar Unite, will be submitted to PERC for removal of the agreed upon class specifications.

## **ARTICLE 24**

## **LONGEVITY**

On October 1st of each contract year, any employee with the following years of service will be entitled to receive to a longevity payment (first pay period in December):

5 Years of Service - \$300

6 - 8 Years of Service - \$400

9 Years of Service - \$500

Employees will be entitled to the longevity payment only if they have completed the specified number of years of service by September 30th of the contract year.

Longevity payments will be made on the first pay period in the month of December

The parties have agreed that when an employee not currently in the bargaining unit transfers into a Federation bargaining unit position any longevity increase that may be due to the employee shall be prorated at the rate listed above. Such prorated amount shall be computed from the date the employee was transferred into the Federation bargaining unit position.

## **ARTICLE 25**

### **INSURANCE**

#### **A. LIFE INSURANCE**

The Town will agree to maintain for each member covered by this agreement a term insurance policy in full force and effect during the employment of said employee in the amount of \$40,000.

#### **B. HEALTH INSURANCE**

The Town shall provide health and dental insurance for each employee at no cost to the employee. The Town of Davie will offer the employee an option of obtaining the health plan offered by the Town of Davie or the HMO plans offered. In addition, the Town will pay 50% of the cost of dependent health and dental insurance. The Town reserves the right to change the amount of the deductible to take effect on the annual election date. Employees will be notified of any changes before the annual election date.

#### **C. DISABILITY INSURANCE**

The Town shall furnish short term disability for each employee at no cost to the employee effective January 1, 1993. Short term disability payments will be offset with any applicable leave usage, thus each employee shall not receive more than 100% of regular weekly pay.

## **ARTICLE 26**

### **PENSION**

The Town will provide a defined contribution plan. The defined contribution plan will be an Internal Revenue Code 401 Money Purchase Plan. The Employee may contribute up to 4% and the Town will contribute 5% of each employees base pay into the plan on behalf of each employee. The employee shall 100% vest upon completion of five (5) full years of service. Employees current account balances will be 100% vested. This shall become effective upon Town Council adoption of the amended pension plan.

The Town will adopt a plan that provides for the employees' contributions to be tax deferred as an "employer pick-up," as determined by the Internal Revenue code.

## **ARTICLE 27**

### **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect. In the event of the foregoing, the parties, upon demand, agree to renegotiate a replacement provision.

Any benefit which accrued to any employee prior to the effective date of this Agreement, which is not specifically mentioned in this Agreement, shall continue in full force and effect unless changed as a result of these negotiations.

Benefits currently enacted by this contract, and ordinances and resolutions of the Town providing benefits to unit employees shall not be changed without mutual consent of the Federation and Town during the term of this agreement.

## **ARTICLE 28**

### **COMPARABLE STUDY COMMITTEE**

As a result of contract negotiations, the parties raised issues as to equitable salaries for employees of this unit and therefore agree to form a wage comparable study committee. The Federation shall appoint two employees to represent this bargaining unit members and the Town shall appoint two members. From among the four members a chairperson shall be elected. In the event a chairperson is not elected from among the four members then the Town Administrator shall appoint a chairperson. Meetings shall take place as called by the chairperson. No less than five meetings will be called. The committee will solicit written input from employees in this bargaining unit and shall correspond with as many public entities in Broward County as possible to solicit the salary structure and job descriptions for this and/or similar positions that exist within this bargaining unit. The committee will then review and jointly agree to propose recommendations on revisions in the pay structure of this bargaining unit to the Town Council for their consideration and possible action.

## **ARTICLE 29**

### **TOTALITY OF AGREEMENT**

The Town and the Federation recognize and agree that the provisions contained herein represent the totality of the agreement between the parties. It is understood and agreed, however, that the parties may by voluntary mutual consent, modify or add to this agreement at any time during its term. Absent such mutual consent, there exists no obligation duty or otherwise to negotiate during the term of this agreement, any provision to the contrary notwithstanding.

## **ARTICLE 30**

### **PART-TIME EMPLOYEES**

Part-time employees will not receive any benefits under the aforesaid agreement unless certain benefits are specifically provided for part-time employees.

**ARTICLE 31**

**TERM OF AGREEMENT**

This Agreement shall be in effect for three (3) years commencing October 1, 2000, and expiring September 30, 2003 with the sole exception of the provision in Article 23 - Wages.

The parties agree to open negotiations concerning wages and up to two (2) other articles selected by each party sixty (60) days prior to October 1, 2001.

The parties agree that no earlier than one hundred twenty (120) days prior to the expiration of this agreement and no later than thirty (30) days prior to the expiration of this Agreement, the parties shall meet, confer and exchange proposals concerning the negotiations of a new agreement.

The Town agrees to permit four (4) bargaining unit employees to participate in contract negotiations between the Town and the Federation during regular business hours with no loss of pay.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

TOWN OF DAVIE

FEDERATION OF PUBLIC  
EMPLOYEES (AFL-CIO)

By \_\_\_\_\_  
Mayor/Councilmember

By \_\_\_\_\_

By \_\_\_\_\_  
Town Administrator

By \_\_\_\_\_

