AGREEMENT

BETWEEN

THE CITY OF FORT LAUDERDALE

AND

FEDERATION OF PUBLIC EMPLOYEES

A Division of the NFPPE, AFL-CIO, District 1 – MEBA

EFFECTIVE

October 1, 2025, through September 30, 2028

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PREAMBLE

This Agreement is entered into by and between the City of Fort Lauderdale, hereinafter referred to as the “Employer” or "City", and the Federation of Public Employees, A Division of the National Federation of Public and Private Employees, AFL-CIO, affiliated with District 1 - MEBA (AFL-CIO), hereinafter referred to as the "Union" or “Federation”. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto; to provide an orderly, prompt, and peaceful means of resolving disputes involving interpretation or application of this Agreement; and to set forth herein basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment. It is acknowledged that during the negotiations which resulted in this Agreement, the parties were fully aware of the existence, requirements, and limitation of City Ordinance C- 76-102 passed by Referendum by the citizens of Fort Lauderdale and that each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter contained in the Personnel Rules and Regulations of the City of Fort Lauderdale. It is understood that the City of Fort Lauderdale is engaged in furnishing essential public services, which vitally affect the health, safety, comfort, and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 - RECOGNITION

Section 1. The City of Fort Lauderdale hereby recognizes the Federation of Public Employees, A Division of the National Federation of Public and Private Employees, AFL-CIO, affiliated with District 1 - MEBA (AFL-CIO), as the exclusive Bargaining Agent for purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for all employees in the Bargaining Units.

Section 2. The Supervisory Bargaining Unit for which this recognition is accorded is as defined in Certification Number 1521 granted by the Public Employees Relations Commission on November 30, 2004, and includes those job classifications listed on Schedule XV of this Agreement and additional classifications added by the City.

Section 3. The Professional Bargaining Unit for which this recognition is accorded is as defined in Certification Number 1523 granted by the Public Employees Relations Commission on November 30, 2004, and includes those job classifications listed on Schedule XIV of this Agreement and additional classifications added by the City.

Section 4. The Bargaining Unit should not be changed until a determination by the Florida Public Employees Relations Commission (PERC) has occurred and until such time as PERC acts, or a court orders PERC to act, to amend the definition of the Bargaining Unit.

Section 5. The Union recognizes the City Manager or representative as the sole representative for the purpose of collective bargaining.

ARTICLE 2 - NO STRIKE OR LOCK OUT

Section 1. The Union agrees to accept and abide by all the terms and conditions of this Agreement. During the term of this Agreement, the Union further agrees it will not call countenance or encourage any strike as defined below and will not interfere with the efficient management of the City and its individual departments. In the event of any breach of this Article,

the Union agrees that the City will have all statutory rights of recourse as provided in Chapter 447, Florida Statutes.

Section 2. Strike, as used in this Agreement, shall mean the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations; the concerted abstinence in whole or in part by a group of employees from the full and faithful performance of the duties of employment with a public employer (City) for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 3. Members of the Union shall not engage in any walkout, strike, sit-down, slowdown, or other interference with or interruption of work during the term of this Agreement. If any member or group of members of the Union should violate this Section, the Union, through its proper officers, will promptly notify the City's Human Resources Director or designee, and such member or members of the Union, in writing, of its disapproval and will take steps to effect a resumption of work.

If the Union fulfills in good faith all its obligations under this Section, the City agrees it will not sue the Union for any damages resulting from any violation of this Section.

Section 4. The City agrees to accept and abide by all the terms and conditions of this Agreement and agrees that during the term of this Agreement it will not lock out members of the Bargaining Unit.

Section 5. The City recognizes the right of the Union to engage in informational picketing as long as such picketing is done in a lawful manner in accordance with Florida Statutes. The Union agrees that there will be no interference with the free and unrestricted rights of any City employee or person seeking to do business with the City or otherwise lawfully gain access to City premises to enter and leave City property.

Section 6. The sick leave and vacation leave benefits provided in this Agreement shall not be available to any employee absent from work on any day during any period in which the City or any court or agency of competent jurisdiction has determined that there is reasonable cause to believe that a strike or other form of concerted failure to report to work was or is in progress, except as provided below in Section 7.

A. The parties agree that the City Manager or their designee shall have reasonable cause to believe that a strike is in progress upon the failure of ten percent (10%) or more of the Bargaining Unit employees to report for work on any workday.

B. Upon the commencement of proceedings before a court or agency of competent jurisdiction regarding such strike or other unlawful concerted activity, the processing of grievances, if any, concerning or in any way related to the City's exercise of the right to suspend sick leave or vacation leave benefits shall be stayed pending final resolution of the judicial or administrative proceeding.

Section 7. Any employee who sustains a Worker's Compensation injury or becomes ill prior to a strike shall be eligible for sick leave benefits provided the employee has presented an

acceptable physician's statement to the City declaring the nature of such illness and supplemental weekly evaluations by that physician.

An employee who becomes ill during a strike may be granted sick leave benefits provided that the employee can conclusively demonstrate to the satisfaction of the City that the illness was legitimate.

ARTICLE 3 - NON-DISCRIMINATION

Section 1. It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.

Section 2. The City and Union agree~~s~~ they will not discriminate against, coerce, or intimidate any employee covered by this Agreement because of membership or non- membership in the Union.

Section 3. The Union agrees that no officer, agent, representative, or member of the Union will coerce or intimidate any employee into joining the Union. The Union recognizes that no employee is required to join the Union, but that every employee has the right to choose under their own free will as to whether he/she will or will not join the Union. The Union further agrees that it will not interfere with or condone any interference with the free and unrestricted right of any employee of the City to perform assigned duties.

ARTICLE 4 - DUES DEDUCTION

Section 1. It shall be the responsibility of the union to collect dues pursuant to Florida State Statute Section 447.303, which states, “An employee organization that has been certified as a bargaining agent may not have its dues and uniform assessments deducted and collected by the employer from the salaries of those employees in the unit. A public employee may pay dues and uniform assessments directly to the employee organization that has been certified as the bargaining agent.”

ARTICLE 5 - EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVEACTION

Section 1. The City and the Union agree to full and unequivocal cooperation with each other in eliminating all discrimination and to assure all personnel programs, policies, and assignments are free from discriminatory practices.

Section 2. The parties recognize that it is mutually beneficial to resolve any problem of alleged discrimination as amicably and expeditiously as possible and agree that each shall make a good faith effort to settle such dispute informally within the employee’s Department before any formal complaint is filed.

Section 3. There shall be no unlawful discrimination by the City or the Union in employment, employment opportunities or job actions on the basis of race, creed, color, religion, age, sex, national origin, legally recognized disability, sexual orientation, gender identity, familial status, or marital status unless one or more of the above constitute a bona fide occupational qualification within the meaning of the law. No job applicant or present employee will be unlawfully discriminated against or given preference because of any of the above characteristics, or any

other characteristic protected by law unless otherwise required by law.

Section 3.1 Persons with known legally recognized disabilities will be given full consideration for employment and opportunities for advancement in all departments and divisions. The City will offer such persons reasonable accommodation with respect to the essential functions of the job, provided the person is otherwise qualified to perform the job, and provided further such accommodation does not create undue hardship on the City operations.

Section 3.2 The City will take affirmative recruitment actions to expand employment opportunities for groups that are underutilized in the City workforce, but not in any way which violates applicable law.

Section 4. A claim of a violation of this Article shall be subject to grievance but shall not be subject to arbitration unless the Union and the City mutually agree in writing.

Section 5. The Union agrees to fully support the principles of Equal Employment Opportunity. The Union shall be included in the negotiation of any future consent decrees which affect the Union and its members. The Union and the City agree to abide by any future court-approved consent decree to which both parties have consented.

Section 6. In the event the laws pertaining to affirmative action are changed by the Federal government or by United States Supreme Court decision, the City shall have the right to reopen negotiations for the limited purpose of negotiating an affirmative action provision while the remainder of this Agreement shall remain in full force and effect.

If the City elects to reopen this Agreement on the single issue of affirmative action, it shall notify the Union of its desire, in writing, and the parties shall meet to negotiate within fifteen (15) days of such notice.

If the City reopens the Agreement on the issue of affirmative action and the parties are unable to reach agreement, the single issue will be resolved in accordance with the impasse provisions established in Section 447.403, Florida Statutes, as may be amended or revised.

ARTICLE 6 - TIME POOL

Section 1. The Union may designate one (1) or more bargaining unit employees to attend Union business and/or to attend Union-related activities including but not limited to attendance at conventions, seminars, conferences, symposia, and meetings.

Section 2. A designee of the Union desiring to attend Union business and/or attend Union-related activities shall submit a notice at least five (5) working days prior to the date of such a meeting and/or event to the employee's Department Director or designee. With the approval of the Department Director or designee, the five-day notice may be waived.

Section 3. No more than 500 Time Pool hours are available, during a fiscal year, to bargaining unit members to attend to Union business and/or to attend Union-related activities. Attendance shall be deemed time worked but will not be counted for the purpose of calculating overtime pay. The Union agrees to reimburse the City for all Time Pool hours used pursuant to the terms of this Article.

Section 4. A Union member shall be released from duty in accordance with the provisions of this Agreement only when the needs of the City, as determined by the employee's Department Director or designee, have been met, but such release shall not be unreasonably denied. If the needs of the City do not permit the release of the employee as requested, the release of an alternative employee during the desired time may be requested.

Section 5. No individual bargaining unit member shall be permitted to use more than two hundred (200) hours from the Time Pool in any calendar year.

Section 6. Upon return from work of a bargaining unit employee on approved union business leave, the department will notify the Human Resources Department of the total hours the employee was absent on Union business. The City will periodically submit statements to the Union detailing amounts to be reimbursed. The Union will pay such reimbursement amounts to the City within twenty (20) business days from the date of each statement. If the Union fails to provide timely reimbursement, the City may discontinue the practice of allowing bargaining unit employees to take time off for Union business.

ARTICLE 7 - UNION REPRESENTATION

Section 1. Union representation during collective bargaining negotiations:

A. Neither party in negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. At the first bargaining meeting, the Union will furnish the Human Resources Director with a written list of the Union's bargaining team and designated substitutes, if any. The City agrees to furnish the Union with a list of its bargaining team members at the first bargaining meeting and substitution changes thereto, if necessary.

B. The employer shall recognize up to four (4) Union representatives for the purpose of collective bargaining as authorized by the Business Agent for the Union as reflected on the submission list referred to in Section 1 (A) of this Article.

C. The City will make every effort to release the recognized Union representatives from work to participate in collective bargaining negotiation sessions as representatives of the Union.

D. The City agrees that four (4) representatives of the Union shall be allowed time off during working hours without loss of pay for the purpose of negotiating an entire labor contract with the City of Fort Lauderdale. In any year in which a complete contract is not being negotiated, i.e. re-openers, the City agrees that four (4) representatives of the Union shall be allowed time off during working hours without loss of pay for the purpose of negotiating with the City of Fort Lauderdale.

Section 2. Union Stewards During Term of Contract:

A. The names of all Union Stewards shall be given in writing to the Human Resources Director or their designee, as well as any change in such a list, prior to the effective date of their assuming duties of representation and won't become effective until notification in writing has been received.

B. The employer shall recognize up to a maximum of eight (8) Union Stewards as authorized by the Union President or designee for the conduct of Labor Management relations between the employer and the Union for these Bargaining Units as reflected on the submission list as referred to in Section 2(A) of this Article.

Up to three (3) stewards will be authorized to represent members of the Supervisory bargaining unit. Up to five (5) stewards will be authorized to represent members of the Professional bargaining unit. Supervisory stewards will not represent members of the Professional bargaining unit and Professional bargaining unit members will not represent members of the Supervisory bargaining unit.

C. Chief Steward - The Union may select a Chief Steward in each bargaining unit who may act in that capacity where provided in this Agreement. The Chief Steward shall be permitted to process grievances and other Union business at any work site when the Steward is absent. In the absence of the Chief Steward, the Union may select an Alternate Chief Steward, but such appointment will not become effective until the Human Resources Director receives written notice from the Union's Business Agent of the appointment specifying the dates of such appointment. The Human Resources Director will then notify the Department Director or designee of the Alternate Chief Steward's status.

D. Recognized Union representatives who are employees of the City will be permitted to discuss Union business with employees outside duty hours or during authorized meal or rest periods of each, provided that such discussions shall in no way interrupt, delay, or otherwise interfere with the employee's off duty or on non-duty status.

E. Recognized Union representatives, who are employees of the City, shall be allowed to communicate official Union business to employees prior to the employee's scheduled shift and after the employee's work shift.

F. No Steward will be granted time off from his/her job for any reason except as provided in the Grievance Procedure, or elsewhere in this Agreement and unless the City is properly notified according to this Section.

G. Stewards are subject to all City rules, regulations, and policies regarding the conduct of employees of the City.

H. Recognized Union representatives, who are not employees of the specific work unit, will be granted access to those work areas by the various Department Directors or designees to carry out the functions which come within the scope of their responsibilities on matters relating to this Agreement. Requests for access will normally be made twenty-four (24) hours in advance. The twenty-four (24) hour advance notice requirements may be waived under certain conditions when either party desires to conduct Labor-Management business, which requires expedited action. City work hours shall not be used by employees or Union representatives to conduct Union-organized meetings or for the promotion of Union affairs.

I. Solicitation of any and all kinds by the Union, including solicitation of membership and the collection of Union monies, shall not be engaged in during working hours.

ARTICLE 8 - BULLETIN BOARD

Section 1. The Union shall be provided with partial use of suitable bulletin boards designated by the Department Director or designee at each building where Bargaining Unit members are employed. The Union, if it so desires, may provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the above locations and with the approval of the Department Director or designee.

Section 2. The Union agrees that it shall use space on bulletin boards provided for in the above Section only for the following purposes:

2.1 Notice of Union Meetings,
2.2 Union Elections,
2.3 Reports of Union Committees,
2.4 Rulings or Policies of the Union,
2.5 Recreational and Social Affairs of the Union,
2.6 Notices by Public Bodies.
2.7 Union may use City e-mail to notify members of Union meetings. Notification shall only state date, time and location of meeting.

Copies of all materials, notices, or announcements shall be submitted to the Human Resources Director or their designee before they are posted.

Section 3. The Union or any member of the Bargaining Unit shall not post any notice or other document or material tending to directly or indirectly disparage the City of Fort Lauderdale or any elected or appointed official or employee of the City. Any violation of this Section shall entitle the City to immediately remove such materials from the bulletin boards.

ARTICLE 9 - INFORMATION REQUESTS

Section 1. The City agrees to furnish to the Union at the same time and under the same conditions as such documents are made available to the general public and at no charge, one (1) copy of the following: annual financial report, City Manager's line item final budget proposal and extracts of the minutes of any meeting of the City Commission up to ten (10) pages, payroll information covering members of the Bargaining Unit and a roster of Bargaining Unit members alphabetized by name including addresses and employee number, and one (1) copy alphabetized by job classification including employee's name and position number, if available in the regular programs of the City's Information Technology Services Department, will be provided to the Union at no charge. An updated copy of such information will be provided upon written request of the Union once every six (6) months at no charge. The requirement to furnish such documents shall be satisfied if they are available on the City's website.

Section 2. A written request by the Union for information not readily available within the City's Information Technology Services Department will be analyzed and a cost estimate for providing such information will be prepared. Before such information is compiled, the Union will be required to deposit the estimated cost of preparing such information with the City with any additional amount due to be paid, or overpaid amount to be refunded, at the time the requested

information is delivered. The City reserves the right to decline to furnish such information if the providing of the information would substantially interfere with the normal operations of the Information Technology Services Department.

Section 3. All records shall be made available for inspection in accordance with the provisions of the Public Records Act, Chapter 119, Florida Statutes and the Public Employees Relations Act, Chapter 447, Florida Statutes.

ARTICLE 10 - LEGAL BENEFIT

Section 1. Upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been given to the City Attorney or designee within five (5) days after service upon the employee, the City shall undertake the defense of that employee against any civil damage suit in which the complainant in the suit alleges that the employee was acting within the scope and course of his/her employment and does not allege that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property.[1]

Section 2. Upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been timely received by the City Attorney or designee within five (5) days after service upon the employee, the City shall undertake the defense of that employee against any civil damage suit in which the complainant in the suit alleges that the employee was acting within the scope of his employment, even if the complainant also alleges in the alternative that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, in those cases in which the City has reason to believe that there exists a substantial factual basis for the allegations in the suit of bad faith, malicious purpose, or actions exhibiting wanton and willful disregard of human rights, safety or property, the employee shall be notified that he/she must provide his/her own defense at his/her own expense, and the City shall not be required to either continue or undertake the defense of the employee.

Section 3. In a civil damage suit in which a defense is provided by the City, the City will indemnify that employee against any judgments, except for punitive damages, rendered in that suit against the employee as a result of his/her actions which occurred while he/she was acting within the scope and course of his/her employment, up to the limits specified in 768.28(5), Florida Statutes, as amended.

Section 4. At any time after the City has undertaken the defense of an employee in a civil damage suit, the employee, at his/her own expense, may, with the permission of the City Manager, hire counsel of his/her choice and substitute that counsel, with the consent of the applicable court, for the counsel provided by the City without affecting the employee's rights to indemnification under Section 3 of this Article. The employee must have the approval by the City Attorney of the attorney selected by the employee and/or the attorney's rates of compensation before proceeding with seeking the court's consent.

Section 5. The employee agrees to cooperate fully with the City if the City undertakes the defense of the employee. If the employee fails to cooperate, then the employee will be notified that the City may not continue to provide counsel and indemnification.

[1] 768.28, Florida Statutes

ARTICLE 11 - MANAGEMENT RIGHTS

Section 1. The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects except as modified by other articles of this Agreement. The rights of the City, through its management officials, shall include but not be limited to the following:

A. To determine the organization of the City Government.

B. To determine the purpose of each of its constituent departments.

C. To exercise control and discretion over the organization and efficiency of operations of the City.

D. To set standards for service to be offered to the public.

E. To manage and direct the employees of the City including the right to establish, modify, reduce or otherwise change work schedules or workweek, including workdays and hours, assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.

F. To hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City.

G. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for cause involving deficiencies in performance and/or deficiencies in conduct.

H. To increase, reduce, change, modify, or alter the composition of the work force, including the right to relieve employees from duties because of a lack of work or lack of funds.

I. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased or to be contracted out or subcontracted.

J. To determine the number of employees to be employed by the City and to adjust wages or salaries of individual employees or classifications when the City, in its sole discretion, determines that such adjustments are necessary due to fluctuations in the job labor market, provided that no such adjustment shall result in payment of wages or salaries lower than those presently received by employees.

K. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, department or division thereof, or project.

L. To establish, change, or modify duties, tasks and responsibilities or requirements within job classifications in the interest of efficiency, economy, technological

change, or operating requirements.

M. To establish and revise or discontinue policies, practices, programs, or procedures, provided that the exercise of such right does not have the practical effect of violating specific terms of this Agreement.

N. Through the City Manager or designee, to enter into and administer Last Chance Agreements with the Union and bargaining unit members, and to enter into and administer any Memorandum of Understanding with the Union to memorialize an interpretation of any terms of this Agreement, result of impact bargaining, or other matter addressing any term or condition of employment for bargaining unit members that neither conflicts with, nor changes any express provision of this Agreement.

Section 2. The City has the authority and obligation to determine the purpose and mission of the City and the amount of budget to be adopted by the City Commission.

Section 3. If, at the sole discretion of the City, it is determined that a civil emergency condition exists including but not limited to labor disputes, strikes, work stoppages, riots, civil disorders, hurricane conditions, or similar occurrences, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates, insurance and pension benefits shall not be suspended.

Section 4. The City agrees that it will not alter the economic benefits (e.g., salary, assignment pay, etc.), excluding take-home vehicles or other incidental benefits attributable to the employee's assignment, with respect to any class or group of employees covered by this Agreement, unless the Union has been given prior notice and the opportunity to bargain regarding any proposed change. Nothing in this Section shall constitute a waiver of the Union's right to bargain over changes in terms and conditions of employment.

ARTICLE 12 - DISCIPLINE AND DISCHARGE

Section 1. Except as provided in Article 23 of this Agreement regarding probationary employees, employees may be disciplined only for cause involving deficiencies in performance and/or deficiencies in conduct. Actions shall include the following:

1. Written Counseling
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

A written counseling may be used to memorialize deficiencies in performance or conduct but shall in no event be considered a disciplinary action for purposes of this Agreement. A written counseling may be appealed only to the next level in the chain of command above the issuing authority within ten (10) working days from receipt. There shall be no further appeal.

The department head shall be the final appeal for a written reprimand. The employee must request the appeal within ten (10) working days from the date the employee received the written reprimand. The department head shall respond in writing within ten (10) working days after the

appeal.

Section 2. Whenever possible, discussion concerning disciplinary matters shall be conducted in a private manner so as not to embarrass the employee.

Section 3. When disciplinary action other than a written reprimand is taken or contemplated, the affected employee(s) shall be informed in writing prior to the time the action is taken of:

1. the reason for the discipline;
2. the specific deficiencies in performance and/or conduct and the rules of regulations that have been violated, if any;
3. the penalty;
4. the effective date of the penalty;
5. the time limitation on hearing date.

Section 3.1 Within ten (10) working days from the date the employee receives the written notice described above, the employee may request a hearing with the department head or designee. If the employee does not request such hearing within ten (10) working days, the hearing shall be considered waived and shall be considered acceptance of the disciplinary action.

Section 3.2 If a written request for a hearing from the employee is received within ten (10) working days, the department head or designee shall schedule such hearing within ten (10) working days after the request is received, at which time the facts regarding the disciplinary action shall be reviewed with the employee(s). The Union representative and/or legal counsel may accompany or represent the employee at the hearing, but the City shall not be responsible for payment for such representation. The hearing shall be recorded by tape.

Section 3.3 Failure of the employee to appear at such scheduled hearing shall, except for good reason, be considered a waiver of the desire for a hearing and shall be considered an acceptance of the disciplinary action.

Section 3.4 The department head, within ten (10) working days following the close of the hearing, will submit to the City Manager a recommendation for action. In considering a disciplinary recommendation, the department head may take into account past disciplinary action, prior conduct and the employee's employment record.

Within ten (10) working days after receipt of that recommendation, the City Manager or designee will issue a decision in the matter in writing, a copy of which will be delivered to the employee and/or the Union representative. If the City Manager rescinds and/or modifies the disciplinary action, a loss in pay, if any, will be adjusted commensurately.

Section 3.5 If disciplinary action to suspend without pay, demote, or terminate is taken by the City Manager, which the employee considers to be unwarranted, the employee may file a grievance at Step 4 of the grievance procedure under Article 31 no later than ten (10) working days following receipt of the City Manager's decision. A Written Counseling or Written Reprimand may be grieved no later than ten (10) working days from receipt. If not represented by the Union, the aggrieved employee or their representative may appeal such discipline and file a grievance on their own behalf in accordance with the language and timelines of this Article.

Section 3.6 Any regular employee may be immediately terminated or suspended without advance

notice where the giving of such notice could result in damage to the City or to private property, injury to the employee, a fellow employee, or the general public, or where such notice would otherwise be detrimental to the interest of the City.

Section 4. If the grievance has not been satisfactorily resolved under this procedure, the Union may proceed to arbitration.

ARTICLE 13 - SUBCONTRACTING

Section 1. The City shall retain all rights to determine whether and/or to what extent any work shall be performed by employees, contractors, or subcontractors, and/or a public or private agency.

Section 2. When the City determines that it is in its best interest to enter into a contract with an outside contractor, service agency or governmental entity to perform services presently being performed by City of Fort Lauderdale employees, and, as a result thereof, members of the Bargaining Unit will be laid off, the City agrees that it will notify the Union, prior to when bids or proposals are requested and will, within ten (10) days thereafter, meet and discuss with representatives of the Union the effect of such contract upon members of the Bargaining Unit.

Section 3. In the event the employee is not employed by the contractor, the Layoff Procedure contained within this Agreement shall apply.

ARTICLE 14 - RATES OF PAY

Section 1. An employee's pay rate will be increased approximately one and one-half percent (1.5%) based upon an overall performance of satisfactory and three percent (3%) based upon an overall performance of above satisfactory or outstanding, in accordance with the established pay ranges for each classification in the Professional and Supervisory Units upon recommendation of the department head and with approval of the City Manager. An employee whose overall performance rating is marginal or unsatisfactory shall receive no merit increase at that time but may be rated again in three (3) months. While increases within the appropriate pay range for unusual or meritorious service may be granted without regard to limitation of time, progression through the applicable pay range for the classification shall normally be considered at twelve (12) month intervals. An employee's anniversary date for the purpose of eligibility for merit increase shall be the effective date of the employee's most recent date of promotion.

Section 1.1 Starting October 1, 2025, and for the remainder of the term of this Agreement, employees at the top of the established pay ranges shall receive a one-time lump sum payment of one and one-half percent (1.5%) of base annual rate for an overall performance rating of satisfactory or a one-time lump sum payment of three percent (3%) of base annual rate for an overall performance rating of above satisfactory or outstanding.

Section 2. Any future wage adjustment shall become effective at the beginning of the pay period immediately following the date of the wage adjustment.

Section 3. When computing all pay rates or other forms of compensation, the rate shall be rounded to the nearest whole cent. Amounts .5 cent ($.005) or above shall be rounded upward to the next whole cent; amounts .49 cent ($.0049) and below shall be rounded downward to the

next whole cent.

In computing any pay rate adjustment, said adjustment will be made first on the hourly rate, if applicable. The adjusted hourly rate will then be used to establish a bi-weekly, monthly, and annual rate.

Section 4 Effective the first full pay period beginning October 2025, wage rates shall be increased by 3%.

Section 5. Effective the first full pay period beginning October 2026, wage rates shall be increased by 3.50%.

Section 6 Effective the first full pay period beginning October 2027, wage rates shall be increased by 3.50%

Section 7. The provisions of Appendix B, Benefit Package for Supervisory and Professional Employees, will also apply to the bargaining unit members.

Section 8. Certification Pay

A. Beach Patrol Lieutenants:

1. Beach Patrol Lieutenants shall be eligible to receive either EMT or Paramedic certification pay as provided below:

Emergency Medical Technician (EMT) 10% of employee's basic hourly rate of pay

Paramedic (PM) 15% of employee's basic hourly rate.

2. In order to be eligible to receive the certification pay, the employee must first provide proof of a valid State of Florida Certification as an Emergency Medical Technician (EMT) or Paramedic (PM). Certification Pay shall be made only for periods which the employee is certified and authorized to perform such duties by the City's Medical Director for the Fire-Rescue Department.

3. The employee is responsible for maintaining certification requirements and **is** required to immediately inform the Fire Chief or designee of revocation or expiration of certification.

4. Certification pay shall become effective the first pay period following successful completion of the training program established by the City's Medical Director.

5. Effective the first full pay period following October 1,2025, Beach Patrol Lifeguards who have completed a 40-hour minimum lifeguard training program with an organization certified by the United States Lifesaving Association shall be eligible to receive certification pay in the amount of one hundred dollars ($100) per month. The employee is

responsible for maintaining certification requirements and are required to immediately inform the Fire Chief or designee of revocation or expiration of certification.

B. Third Party Tester (TPT) for Commercial Driver License Testing:

1. Employees certified to conduct CDL testing of employees/applicants shall be eligible to receive certification pay as provided below:

2.5% biweekly of the employee's basic hourly rate of pay

2. In order to be eligible to receive the TPT Certification Pay, the employee must first provide proof of a valid State of Florida Certification as a Third-Party Tester.

3. The employee is responsible for maintaining certification requirements and **is** required to immediately inform the Department Head or designee of revocation or expiration of certification.

4. The Department Director or designee has the sole non-arbitrable discretion in the retention of employees assigned as Third-Party Testers (TPT).

ARTICLE 15 - TEMPORARY ASSIGNMENT

Section 1. The City may at its discretion, assign a member of the Bargaining Unit to serve as a temporary replacement for an absent supervisor. Such employee shall then be eligible to be paid additional compensation for the performance of such duties. Additional compensation shall be five percent (5%) above the employee's current straight time rate or the minimum of the pay range of the higher position, whichever is greater, for all work performed in the temporary position, provided that the duration of the assignment is for a period of not less than five (5) consecutive working days or forty (40) hours, whatever is applicable, and does not exceed sixty (60) consecutive working days.

Section 2. The Department Director or designee must approve temporary assignments exceeding sixty (60) consecutive working days.

ARTICLE 16 - LONGEVITY PAY

Section 1. Bargaining unit members who have served continuously for five (5) or more full years shall receive an annual longevity payment in accordance with the following schedule:

(a) Employee employed on or before February 28, 1987:

Total Continuous Service	Annual Longevity Payment (percent of annual salary)
5 through 9 years	2½

10 through 14 years	5
15 through 19 years	7½
20 through 24 years	10
25 or more years	12½

(b) Employee hired on or after March 1, 1987:

Service in Employment Category	Amount per Year for Each Year of Continuous Service
Supervisory/Professional Category II	$234.00
Supervisory/Professional Category III	$204.00
Supervisory/Professional Category IV	$141.00
Supervisory/Professional Category V	$129.00

Service in each employment category will be calculated on a whole-month basis. If an employee has served at least half of the calendar days of a month in an employment category, the whole month will be credited in that category.

Section 2. In the event a regular full-time employee is or has been on an authorized unpaid leave of absence or has been suspended, dismissed or laid off after having qualified for longevity pay, such employee shall receive a pro rata cash payment based on a computation of those months during which he/she was actually present for duty during the year for which payment is to be made. Provided, however, that an employee not on duty and not working due to an injury incurred on the job or a service-connected disability shall receive credit for longevity pay which would normally have accrued to him/her as if the employee had been on duty and working; provided further, however, that in no event shall such injured or disabled employee receive credit for nor shall longevity pay accrue after the expiration of twelve (12) calendar months from the date of inception of said injury or disability if the employee has not returned to working within such twelve-month period.

Section 3. Continuous full-time service shall be computed through October 31 of the year in which payment is to be made. Payment shall be made on or about December 1 of each year.

Section 4. Bargaining unit employees hired on or after September 28, 2005, shall not be eligible for any longevity benefit.

ARTICLE 17 - INJURY PAY (I-TIME) AND LIGHT DUTY ASSIGNMENTS

Section 1. An employee who sustains an on-the-job injury and is unable to return to work shall be paid for eight (8) hours for the day on which the injury occurs.

Section 2. If, in the judgment of the City's authorized physician(s) or practice(s), an employee is unable to work due to an on-the-job injury, the City will provide the injured employee with regular pay for the first seven (7) calendar days following the day of injury.

Section 3. Following the first seven (7) calendar days after the injury, the injured employee shall receive the appropriate Workers' Compensation and, at the option of the employee, may utilize accrued sick and/or vacation leave to the extent necessary to equal the employee's regular

biweekly salary.

Section 4. Commencing on the ninety-first (91st) calendar day following the day of injury, the injured employee shall receive disability compensation in accordance with Chapter 20 of the Code of Ordinances of the City of Fort Lauderdale, which amount may be supplemented, at the employee's option, by utilizing accrued sick and/or vacation leave to the extent necessary to equal the employee's regular biweekly salary.

Section 5. When an employee is injured because of the negligence of the City, it is agreed that the City will reinstate the sick and/or vacation leave utilized by the injured employee. No reinstatement shall be approved if the injury sustained by the employee occurred through, or as a result of, negligence or willful misconduct of the employee. The request for reinstatement must be made within sixty (60) calendar days from the date the employee was released to full unrestricted duty and has served at least twenty (20) scheduled workdays without complication related to the injury. The Director of Human Resources, upon recommendation of the appropriate department head, shall have the authority to approve the reinstatement of accrued sick and/or vacation leave utilized by an injured employee.

Section 6. Employees who sustain an on-the-job injury are subject to the City of Fort Lauderdale's Light (Limited) Duty Return to Work Program in Chapter 6, Section 6, subsection 2 of the City of Fort Lauderdale's Policy and Standards Manual.

Section 7. Light duty assignments for Beach Patrol Lieutenants may be granted by the City for non-job-related injuries or illnesses solely at the discretion of the City as set forth herein.

Section 7.1 The Fire Chief or designee must approve all light duty assignments. There will be a maximum of one (1) light duty assignment available for Beach Patrol Lieutenants suffering non-job-related injuries or illnesses at any one time.

Section 7.2 Beach Patrol Lieutenants may only be placed in a light duty assignment upon written release from an authorized physician documenting that the injury or illness is temporary, and that the employee is able to regularly perform the duties of the assignment. A Beach Patrol Lieutenant who is placed in a light duty assignment by the Fire Chief or designee is required to report to the light duty assignment.

Section 7.3 Because light duty assignments are intended to be productive assignments, Beach Patrol Lieutenants will be expected insofar as possible, to schedule medical examinations, physical therapy, or related treatment during off-duty hours. The Fire Chief or designee may determine at his/her discretion that due to the medical appointments and treatments during assigned work hours, it is in the City's best interest to discontinue the light duty assignment.

Section 7.4 Light duty assignments shall be limited to twenty (20) workdays in a twelve (12) month period. However, the City may in its sole and exclusive discretion permit a Beach Patrol Lieutenant to remain in a light duty status beyond twenty (20) workdays. Unless approved by the Fire Chief or designee, light duty assignments for Beach Patrol Lieutenants will not exceed a forty-hour workweek schedule.

Section 7.5 In the event that the City, in its sole discretion, determines that a Beach Patrol Lieutenant cannot satisfactorily perform his/her assigned light duties, the City may revoke such light duty assignment at any time and without prior notice.

Section 7.6 City decisions regarding light duty assignments are not grievable.

ARTICLE 18 - BEREAVEMENT LEAVE

Section 1. Time Off Provision - When there is a death in an employee's immediate family, that employee shall be granted a Bereavement Leave of a maximum of forty (40) hours per occurrence. Bereavement Leave will not be charged against sick leave, vacation, or holiday time. If the employee needs additional time off due to the death of the immediate family member, the employee may request such additional time off, using accrued vacation leave. Approval of such request for time off shall be at the sole and exclusive discretion of the Department Director or designee. Although bereavement leave is normally consecutive days off, the parties recognize that due to cultural or other circumstances, the time may not be consecutive days off. Non-consecutive days may be granted based on individual need, but it shall not exceed more than forty (40) hours per occurrence and must be taken within six (6) months of the qualifying death.

Section 2. The employee's immediate family is defined as the employee's spouse, domestic partner, children, mother, father, sister, brother, grandparents, and the children, parents, sister, brother, and grandparents of the spouse or domestic partner.

The terms “parents”, “mother”, and “father”, mean biological or adoptive parents of the employee and domestic partner or any individual who stood in place of a parent, charged factitiously with a parent's rights, duties, and responsibilities.

The term “children” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person who is standing in place of a parent, charged factitiously with a parent's rights, duties and responsibilities.

The term “spouse” means a husband or wife; the term “domestic partner” means a person whose relationship with the employee meets the eligibility criteria for domestic partner status established by the City and who has executed and filed the required affidavit with the City’s Risk Management Division attesting to satisfaction of the eligibility requirements.

Section 3. The City reserves the right to require documentation supporting Bereavement Leave after the employee returns to work.

ARTICLE 19 - MILITARY LEAVE

Section 1.0 Employees covered by this Agreement who are commissioned reserve and reserve enlisted personnel in the United States Military, Naval Service, Coast Guard, or members of the Florida State National Guard shall be entitled to leave of absence without loss of pay in accordance with the provisions of Florida Statutes, Chapter 115, as amended, and the federal Uniform Services Employment and Reemployment Rights Act (USERRA).

Section 1.1 The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such an order or statement must accompany the formal request for Military Leave, which should be made as soon as possible, but at least two (2) weeks prior to the date such leave is desired.

ARTICLE 20 - JURY DUTY

Section 1. A permanent full-time employee shall be granted time off for reporting to required jury duty upon presentation to the employee's supervisor of satisfactory evidence that such jury duty is required and provided the time required for jury duty is the employee's normal workday or work shift. In order to be eligible, the employee must report at least seven (7) calendar days prior to the date of jury duty to the immediate supervisor on the prescribed leave form with the summons attached of the need to be absent because of a jury duty requirement.

Section 2. Any compensation received by an employee for jury duty shall be retained by the employee; however, a pro rata amount of the jury duty pay received by the employee shall be deducted from the employee's regular pay based upon that portion of the regularly scheduled workday missed by the employee. There shall be no deduction for mileage pay nor for the one (1) hour reporting period provided in Section 3. An employee seeking jury duty leave must substantiate any compensation received for serving on jury duty by submitting a copy of the check(s) received or a copy of the receipt(s) for any cash received.

Section 3. If an employee is released from jury duty within one (1) hour from the time required to report for such jury duty, the employee shall be required to report for duty on that date.

ARTICLE 21 - WORKWEEK

Section 1. The workweek shall be determined by the Department Director or designee in accordance with the provisions of Article 11, Management Rights of this Agreement. The standard workweek for bargaining unit employees consists of forty (40) hours. All bargaining unit employees are expected to work whatever reasonable hours in excess of 40 hours per week that are required to fulfill their position responsibilities without additional compensation.

ARTICLE 22 - HOLIDAYS

Section 1. Holidays - The following are recognized holidays for eligible employees:

New Year's Day (January 1)
Martin Luther King's Birthday (Third Monday in January)
Presidents' Day (Third Monday in February)
Memorial Day (Last Monday in May)
Juneteenth (June 19)
Independence Day (July 4)
Labor Day (First Monday in September)
Veterans Day (November 11th)
Thanksgiving Day (Fourth Thursday in November)
Day following Thanksgiving
Christmas Day (December 25)
Holidays declared by the City Manager

Section 2. Holiday Pay - An employee not required to work on a holiday shall receive the number of hours pay for the number of hours in their regular shift at the employee's straight rate of pay for

each holiday not worked.

Section 3. Holiday Scheduling - In the event the holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement, and when a holiday falls on a Sunday, the following Monday shall be observed as the holiday.

Section 4. Eligibility - All employees on the active payroll on the date of the recognized holiday shall be eligible for holiday pay. To be eligible for a paid holiday, an employee must also have worked his/her full regularly scheduled workday before and after the holiday. A day worked shall include a day for which leave with pay is authorized.

Section 5. Floating Holiday - Each regularly employed full-time employee shall earn a "Floating Holiday" for any calendar year in which no sick leave was used. The "Floating Holiday" shall consist of eight (8) hours added to the vacation leave of such employee. Probationary employees shall also be eligible provided they have worked full-time for the entire calendar year and have successfully completed probation prior to the end of the calendar year. The eight (8) hours of additional vacation leave shall accrue on January 1 immediately following the calendar year of unused sick leave. The additional vacation leave may be used at a time approved by the Department Head or designee. The "Floating Holiday" is to be used during the calendar year in which it is posted, or it is forfeited by the employee. Such leave time may not be converted to a cash payment.

Section 6. Employees in Supervisory/Professional categories III, IV and V, who are required to perform work on regularly scheduled holidays, shall be paid at one and one-half (1-1/2) times the employee's hourly rate for the hours actually worked on the holiday.

Section 7. Additionally, the City Manager may declare "City Manager Holidays." An employee who works on these holidays will have an amount equal to the number of hours in their regular shift added to their floating holiday bank, which must be used within 12 months of accruing such time.

ARTICLE 23 - SENIORITY

Section 1. Seniority Definition - Seniority as used herein is defined as the right accruing to employees through length of service which entitles them to certain considerations and preferences as provided for in this Agreement. Seniority standing shall be based on an employee's continuous, uninterrupted full-time employment in a permanent position with the City, division, department, or within a classification.

Section 2. City Seniority - Each employee will have seniority standing in the City equal to the employee's total, continuous, permanent, full-time service with the City of Fort Lauderdale, dating from the employee's most recent date of such employment. Service in any temporary or provisional assignment by permanent employees shall be included as full-time service.

Section 3. Classification Seniority - Each employee will have seniority standing within the employee's current classification equal to that employee's total, continuous, full-time service in said classification within a division or a department dating from the employee's most recent date of employment in that classification. Service in any temporary assignment outside such classification shall be included as such full-time service.

Section 4. Departmental Seniority - Each employee will have seniority standing in the department equal to the employee's total, continuous, full-time service within a given department dating from the employee's most recent date of such employment. Service in any temporary or provisional assignment by permanent employees shall be included as full-time service.

Section 5. A new employee who is in the Bargaining Unit shall be considered to be on probation until completion of two hundred fifty (250) actual workdays on the job or twelve (12) months, whichever is greater, during which time the City will have the right to dismiss or retain the employee at its sole, non-arbitrable discretion. During the probationary period, the employee shall not accrue any rights except those contained in this Agreement. Upon expiration of the probationary period, the employee shall be deemed a regular employee, and his/her seniority shall date back to his/her date of hire in the permanent position.

Employees who are promoted before completing the initial probationary period shall serve the remainder of the initial probationary period upon promotion and the probationary period in Section 6 even if it extends past the initial probationary period, however, employees who promote within the initial probationary period shall have full rights as regular employees once they have passed the 12-month initial probationary period.

Section 6. A promoted employee or an employee who is laterally appointed to a classification in which he/she has not served a probationary period shall be considered to be on probation until completion of one hundred twenty-five (125) actual workdays on the job or six (6) months, whichever is greater. If the employee is unable to perform the work available or is subsequently demoted, the employee will be assigned to fill a vacancy within the job classification previously held within the division or department. If no such vacancy exists, the employee shall be laid off in accordance with the Layoff Article.

Section 7. Loss of Seniority - An employee's seniority and employment shall terminate when an employee:

7.1 voluntarily resigns;
7.2 retires;
7.3 is discharged;
7.4 is absent for three (3) consecutive working days without authorization;
7.5 has not worked for the City two (2) years after layoff,
7.6 fails to return from an authorized leave of absence within three (3) working days after the date the authorized leave expires;
7.7 fails to respond within seven (7) calendar days after the date of service of a certified letter recalling the employee to work;
7.8 has not worked for the City for a period of two (2) years;
7.9 has been granted pension disability benefits.

Section 8. Adjustment of Seniority - Seniority shall continue to accumulate during periods of paid leave of absence or, in the case of an "on-the-job" injury, during the period an employee receives Workers' Compensation benefits, but in no event more than two (2) years. The seniority of an employee who is on leave of absence without pay shall accumulate only for the first fifteen (15) days of such leave. Seniority shall not accumulate thereafter until the date on which the employee returns to full-time employment in the Bargaining Unit following such leave.

Section 9. Whenever seniority is used for determining comparative status between two (2) or more employees and a tie exists, City Seniority shall decide. If a tie still exists, the status shall be determined by "lot".

Section 10. The City shall maintain seniority lists, which shall be available to the Union upon request.

ARTICLE 24 - LAYOFF

Section 1. An appointing authority may lay off a bargaining unit member whenever such action is made necessary by reason of shortage of work or funds, the abolition of a position or because of changes in organization; however, no regular employee shall be laid off while there are temporary, provisional or probationary employees serving in the same class of position for which the regular employee is eligible and available.

Section 2. Whenever the layoff of one or more employees shall become necessary the appointing authority shall notify the Director of Human Resources, at least ten days in advance, of the intended actions and the reasons, therefore. The Director of Human Resources shall thereupon furnish to the appointing authority the names of the employees to be laid off in the order in which such layoff shall be effected. The Director of Human Resources shall make every effort to notice the Union in advance of classes within the bargaining unit that will be involved in the layoff.

Section 3. Such layoff shall be made within classifications of positions and departments when probationary and regular employees are involved. Temporary and provisional employees, irrespective of department, shall be laid off, in that order, prior to layoff of probationary or regular employees.

Section 4. The order of layoff shall be in reverse order of total continuous City service upon the date established for the layoff to become effective. In the event of a tie in total continuous City service, the employees' most recent performance evaluation rating shall control.

Section 5. In lieu of the foregoing provisions governing layoffs, whenever a layoff occurs as a result of abolition of a position occupied by a regular employee, the City Manager may, in his/her discretion, offer to the affected employee one (1) of the following options:

(a) Allow the employee to retire early without penalty, if the employee is otherwise eligible for early retirement and such employee is within four (4) years of normal retirement (55 years of age). This option shall be governed by the provisions of the applicable Pension Ordinance; or

(b) Allow the employee to transfer to another position. If the compensation to be paid to the employee at the transferred position is lower than that paid to the employee when his original position was abolished, compensation will continue to be paid at the rate existing and paid to the employee for the eliminated position when the layoff occurred, according to the following schedule:

Years of Total Continuous Service	Compensation Constant
Eight (8) years	Two (2) years

Over fourteen (14) years	Three (3) years
Over twenty (20) years	Four (4) years; or

(c) The employee may be given severance pay as provided in the Pay Ordinance, Section 20-79.

Section 6. Any interruption of employment not in excess of fifteen calendar days because of adverse weather conditions, shortage of materials or equipment, or for other unexpected or unusual reasons shall not be considered a layoff.

Section 7. An employee who has been laid off may submit a written request to the Director of Human Resources to have their name placed on a reemployment list for their class. The reemployment list will remain valid for one (1) year following the date of layoff. The reinstated employee shall be treated as a new entrant.

Section 8. The City shall be prohibited from changing the job descriptions of any position within the bargaining unit within the 60 days before and the 60 days after a layoff.

ARTICLE 25 - LEAVE WITHOUT PAY

Section 1. An employee may be granted a leave of absence without pay for a period not to exceed one (1) year for sickness, disability, education, or assistance to family due to health, or other good and sufficient reason which are considered to be in the best interest of the City. Such leave shall require the prior approval of the department head, the Director of Human Resources, and the City Manager. A Department Head with the approval of the Director of Human Resources may grant an employee leave without pay for a period not to exceed fifteen (15) working days (120 hours) in one (1) calendar year. Leave without pay will be granted only after all applicable accrued benefits are utilized according to their respective governing provisions. Employees enrolled for health and supplemental life insurance must pay premium payments to Employee Benefits no later than 30 days from the month of coverage in order to maintain coverage and avoid the risk of cancellation.

Section 2. Acceptance of any employment outside of City service shall be sufficient reason for disapproval of a request for a leave of absence without pay. Any leave of absence without pay may subsequently be withdrawn and the employee recalled to work should the conditions under which the leave was granted no longer exist or have been violated.

Section 3. The parties recognize that employees covered by this Agreement are subject to the provisions of the Family and Medical Leave Act, and nothing in this Agreement shall be construed to be contrary to the provisions of that Act.

ARTICLE 26 - MATERNITY LEAVE AND PARENTAL LEAVE

Section 1. A pregnant employee will be permitted to work during the full term of her pregnancy but may be required by the City to undergo a medical examination in accordance with the provisions of Section 2 of this Article.

Section 2. A pregnant employee may be required by the Director of Human Resources, or by her department director with the approval of the Director of Human Resources, to undergo one

(1) or more medical examinations to determine her physical fitness to continue to perform the work in which employed where there is a reasonable basis to question the employee's fitness for duty. Such medical examinations shall be paid for by the employer.

Determination of physical fitness will be by a physician or physicians designated by the Director of Human Resources.

Section 3. Accrued sick leave will be authorized by reason of pregnancy or complications arising out of pregnancy.

Section 4. Upon request, an employee covered under this Agreement may be granted a maternity leave of absence without pay for a period not to exceed one (1) year. Maternity leave shall only be for periods during which the employee is unable to perform her regularly assigned duties due to pregnancy or complications arising out of pregnancy. Such leave shall require the prior approval of the department head, the Director of Human Resources, and the City Manager. Maternity leave shall not be authorized for periods of child rearing. However, such periods will be governed by the City's Policy and Standards Manual (PSM), Chapter 6.2.5., Family Medical Leave.

Section 4.1 An employee on sick leave or maternity leave without pay by reason of pregnancy or conditions arising out of pregnancy may be required by the Director of Human Resources, or the department head with approval of the Director of Human Resources, to submit a certificate signed by a physician stating whether she is physically fit to return to the work of the position in which employed. The Director of Human Resources may require further determination of physical fitness by a physician or physicians designated by the Director of Human Resources. Such additional medical examinations shall be at no expense to the employee. An employee returning to work after such leave shall maintain seniority or other benefits as provided in this Agreement.

Section 5. Disabilities caused or contributed to by pregnancy will be treated in the same manner as other temporary disabilities as provided for in this Agreement. Sick leave and leave without pay shall be granted on the same basis as for other disabilities. The starting date of such leave will be determined by the request of the employee and the written certification of the inability to perform required duties by the employee's personal physician. The Director of Human Resources may require her determination of physical fitness by a physician or physicians designated by the Director of Human Resources. Such additional medical examination shall be at no expense to the employee.

Section 6. An employee working during the term of her pregnancy will not be denied the benefit of any personnel decision such as promotion, voluntary transfer, or selection for training, which would have been made; however, promotion or transfer to positions with different physical demands may be conditioned upon prior written approval of the employee's personal physician or physician designated by the Director of Human Resources or both.

Section 7. In the event there is a difference of opinion between the physician designated by the City and the employee's physician, regarding the employee's physical fitness to perform the work in which employed, a third physician shall be designated by the City's and the employee's physicians, whose decision shall be final and binding.

Section 8. In all cases requiring a report from the City's physician, such report shall be available within two (2) weeks from the date of examination. A copy of such a report shall be made

available to the employee by the Director of Human Resources upon request.

Section 9. Full-time permanent bargaining unit employees shall receive up to two (2) consecutive weeks of paid parental leave for a qualifying event under the Family Medical Leave Act (FMLA) specifically and exclusively as it relates to the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care.

Section 10. Up to two (2) consecutive weeks of paid parental leave for full-time, permanent employees who qualify for FMLA as established in PSM 6.2.5 specifically and exclusively as it relates to the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care.

Section 11. To qualify for paid parental leave, an employee must be a full-time, permanent employee eligible and approved for FMLA specifically and exclusively for the care of the employee's newborn child with the employee in connection with adoption or foster care. Once approved for FMLA, the eligible employee shall receive paid parental leave under the following provisions:

A. Paid parental leave shall not be used for any purpose other than the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care.
B. Paid parental leave shall not exceed two (2) weeks at the employee's base rate.
C. Paid parental leave must be utilized concurrently with FMLA before any other paid time off and may not be used to extend time off beyond the approved FMLA period.
D. Paid parental leave must run consecutively and cannot be used intermittently.
E. Paid parental leave may not be banked or cashed out.
F. If both parents work for the City in eligible positions, each parent is entitled to two (2) weeks of paid parental leave.

Section 12. Upon approval of FMLA, Human Resources will upload two (2) weeks of paid parental leave into the timekeeping system and instruct the employee's department to utilize paid parental leave hours first upon the birth or placement of the employee's child.

ARTICLE 27 - PROMOTIONS

Section 1. Bargaining unit positions may be filled through open competitive or promotional examinations at the sole discretion of the Director of Human Resources

ARTICLE 28 - VACATION LEAVE

Section 1. Eligibility - Each full-time employee shall earn vacation leave at the rate shown below per years of continuous service.

VACATION LEAVE ACCRUAL TABLE

	Years of Service	Hours earned for every hour paid	Hours earned per Pay Period (if all hours paid)	Max (hrs)*
Professional And Supervisory	<05	0.05775	4.62	240.00
	05	0.06163	4.93	256.00
	06	0.06550	5.24	272.00
	07	0.06925	5.54	288.00
	08	0.07313	5.85	304.00
	09	0.07700	6.16	320.00
	10	0.08088	6.47	336.00
	11	0.08463	6.77	352.00
	12	0.08850	7.08	368.00
	13	0.09238	7.39	384.00
	14	0.09625	7.70	400.00
	15	0.09625	7.70	400.00
	>15	0.09625	7.70	400.00
*Includes leave previously accrued as "Personal Holidays". Upon leaving City employment employees will be paid for all accrued but unused vacation time up to 48 hours less than the employee's maximum amount of accrual.				

Section 2.1 The department head shall make every effort to ensure that earned vacation leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation. However, employees may, at their option, accrue vacation leave to a maximum amount of leave that may be earned in two (2) anniversary years.

Section 2.2 The conversion of personal holidays to vacation leave does not increase the maximum amount of vacation leave employees will be paid upon termination of City employment. Therefore, the maximum amount of accrued vacation leave an employee is eligible to be paid upon termination from employment is three hundred and fifty-two (352) hours.

Section 3. Annual leave is intended to be used to provide a periodic vacation. However, earned vacation leave may be used for any other purpose when authorized by the department head. Vacation leave will only be used with the prior approval of the department head and shall not be authorized prior to the time it is earned by the employee. Vacation leave shall not be granted to employees with less than six (6) months of continuous service.

Section 4. Holidays occurring while an employee is on vacation leave shall not be charged against the employee's vacation leave balance.

Section 5. In the event of a layoff, the employee shall have the option of being paid for any unused vacation leave. In the event of the death of the employee, the beneficiary, estate, or other designee as provided by law shall be paid for any unused vacation at the employee's current rate of pay.

Section 6. Effective January 1 of each year, each full-time employee, shall receive additional "Supervisory or Professional" hours in accordance with Appendix B, Benefit Package. These days must be used in the calendar year, or the employee may elect the option of accepting cash

payment at seventy-five percent (75%) of the current rate of pay.

An employee appointed to a Supervisory or Professional position after January 1st, shall receive a prorated amount of "Supervisory or Professional" hours for each full month served during that year.

Section 7. Upon separation of employment with the City for any reason, employees who have completed six (6) months of continuous service will be paid for all accrued, unused, vacation at the rate of pay in effect at the time of separation. Accrued, unused "Supervisory or Professional" hours earned under Section 8 of this Article will be paid at seventy-five percent (75%) of the rate of pay in effect at the time of separation.

ARTICLE 29 - SICK LEAVE

Section 1. Purpose - The City of Fort Lauderdale grants Sick Leave to eligible employees to provide continued income during employee illness. Sick Leave shall not be considered a right to be used at the employee's discretion but rather a privilege, which shall be allowed only in a case of personal illness or disability, legal quarantine because of exposure to contagious disease, or in the case of illness in the immediate family. No more than eighty (80) hours in any calendar year may be taken as Sick Leave because of illness in the immediate family, known as Family Sick Leave.

The employee's immediate family is defined as the employee's spouse, domestic partner, children, parents, sister, brother, grandparents, and children, parents, sister, brother, and grandparents of the spouse or domestic partner.

The terms "parents," "mother," or "father" mean biological or adoptive parents of the employee or domestic partner or any individual who stood in place of a parent, charged factitiously with a parent's rights, duties, and responsibilities.

The term "children" means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person who is standing in place of a parent, charged factitiously with a parent's rights, duties and responsibilities.

The term "spouse" means a husband or wife; the term "domestic partner" means a person whose relationship with the employee meets the eligibility criteria for domestic partner status established by the City and who has executed and filed the required affidavit with the City's Risk Management Division attesting to satisfaction of the eligibility requirements.

Section 1.2 Family and Medical Leave Act (FMLA) is available to eligible employees in accordance with federal guidelines and shall include domestic partner. Please see the City's Policy and Standards Manual (PSM) Chapter 6.2.5.

Section 2. All permanent and probationary full-time employees shall earn sick leave at the rate of .04625 hours leave for each hour worked in the normal forty (40) hour work week. For example, an employee earns 1.85 hours sick leave after working one normal forty (40) hour work week. Days worked shall include days for which leave with pay was authorized. The maximum sick leave earned during one year shall not exceed ninety-six (96) hours.

Section 3. Unlimited Accumulation - Employees whose anniversary date of employment is

prior to October 1, 1977, shall be eligible to accumulate an unlimited number of accrued Sick Leave hours.

Section 4. 720 Hours Limitation - A maximum of seven hundred twenty (720) hours of sick leave only will be permitted to accrue at any time for employees whose anniversary date of employment is October 1, 1977, or anytime thereafter. In order for employees to accumulate seven hundred twenty (720) hours for sick leave usage a cap of eight hundred sixteen (816) hours will be established. The seven hundred twenty (720) hours maximum will apply to any payment of accrued sick leave upon termination or retirement as provided in this Article.

Section 5. Conversion of Sick Leave - Conversion of Sick Leave is permitted, however, the first two hundred forty (240) hours of accrued Sick Leave are not subject to these conversion privileges.

A. An employee with two hundred forty (240) hours but less than seven hundred twenty (720) hours of accrued Sick Leave, may convert the unused balance of any Sick Leave earned in the previous anniversary year, but not more than forty-eight (48) hours, to either forty-eight (48) hours to be used as Vacation Leave (subject to approval of the employee's department head) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

B. An employee hired on or after October 1, 1977, with at least seven hundred twenty (720) hours but below eight hundred sixteen (816) hours of accrued sick leave at the time of his/her anniversary date may convert the unused balance of any sick leave earned in the previous anniversary year on a one-to-one basis not to exceed ninety-six (96) hours to be used as vacation leave (at the sole discretion of the department head) or to a cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

On the date an employee reaches eight hundred sixteen (816) hours of accrued sick leave, conversion of ninety-six (96) hours of accrued sick leave will be automatically made to cash payment payable at the rate of fifty percent (50%) of the employee's current rate of pay.

C. All hours to be used as vacation resulting from a conversion of Sick Leave must be taken prior to the employee's next anniversary date, retirement, or separation from City employment. If the employee does not utilize such leave, it shall remain in the sick leave balance at the original value thereof.

Section 6. Leave Requirements - In order to be granted Sick Leave with pay, an employee must meet the following conditions:

A. Notify the immediate supervisor of the reason for such employee's absence, within the limits required by the Department Director or their designee. Failure to comply with the above may be permitted should the circumstances for such failure be warranted.

B. Permit such medical examination, nursing visit, or inquiry, which the City deems desirable.

C. Request Sick Leave in the manner prescribed and submit, where reasonable and if requested by the Department Director or designee, a medical certificate signed by a

physician stating the employee is/was unable to work and upon returning to work that the employee is again physically able to perform the required duties.

Section 7. Abuse of Sick Leave, including claiming Sick Leave when physically fit, may be cause for discipline. The City may require a note from a physician after three (3) consecutive days of absence or if abuse of Sick Leave is suspected, provided the suspicion is based on objective criteria such as an established pattern of absenteeism.

Section 8. Sick Leave taken because of illness or injury or converted to vacation or to a cash payment shall utilize the most recently accrued Sick Leave. Sick Leave pay will be paid at the employee's current basic rate of pay at the time which the employee is incapacitated due to illness or injury.

Section 9. Sick Leave pay will be normally paid at the same rate as a regular workday, except in those instances where other City benefits, excluding Social Security, may supplement. In such instances, the City Manager shall maintain the uniform formula for Sick Leave pay amount and use to preclude payments in excess of regular pay.

Section 10. Payment for unused Sick Leave shall be made to employees hired on or after October 1, 1984, whose employment is terminated while in good standing and in accordance with the following schedule:

Upon Termination in Good Standing	25% of Rate of Accrual
Upon Retirement	50% of Rate of Accrual

Section 11. An employee, hired prior to October 1, 1984, upon termination from City employment in good standing, shall be paid for unused Sick Leave in accordance with the following schedule:

10 Years of Service or Less	25% of Rate of Accrual
Greater than 10 Years of Service but Less than 20 Years	45% of Rate of Accrual
20 Years or More	65% of Rate of Accrual

Upon retirement from City employment, an employee shall be paid for unused Sick Leave in accordance with the following schedule:

10 Years of Service or Less	50% of Rate of Accrual
Greater than 10 Years of Service but Less than 20 Years	65% of Rate of Accrual
20 Years or More	80% of Rate of Accrual

Section 12. Payments under Sections 10 and 11 of this Article shall be made within six (6) months of separation.

Section 13. For employees hired on or after October 1, 2013, an employee whose employment is terminated or who retires while in good standing shall be paid for twenty eight

percent (28%) of the unused accrued sick leave hours at his/her final rate of pay. An employee whose employment is terminated or who retires not in good standing shall not be paid for any unused accrued sick leave hours.
Sick leave pay will be paid at the employee's current basic rate of pay at the time which the employee is incapacitated due to illness or injury. The minimum charge for sick leave shall be in units of one quarter (1/4) hour.

Section 14. Retiring employees may convert ninety-six (96) hours of accrued Sick Leave to final Vacation Leave:

10 Years of Service or Less	4 hours used as vacation leave for every eight (8) hours of sick leave
Greater than 10 years of service but less than 20 years	5.20 hours used as vacation leave for every eight (8) hours of sick leave
20 Years or More	6.40 hours used as vacation leave for every eight (8) hours of sick leave

Section 15. For the purpose of sick leave payout upon retirement from City service, employees must satisfy the retirement criteria set forth in Chapter 20, Article IV, Division 2 of the Code of Ordinances for the City of Fort Lauderdale.

ARTICLE 30 - DONATION OF ACCRUED SICK/VACATION LEAVE

Section 1.0 It shall be the policy of the City to permit other employees the opportunity of donating accrued leave time to a designated employee whenever extraordinary circumstances require the designated employee to be absent from work for a lengthy period of time and when the employee has exhausted all accrued Sick/Vacation leave.

Section 1.1 Extraordinary circumstances shall be defined as, but not limited to, lengthy hospitalization, critical illness, or injury.

Section 2. The Department Director or designee must submit a request in writing for permission to solicit donations of accrued leave from departmental personnel. Such request shall require the approval of the Director of Human Resources. In reviewing such requests, consideration shall be given to the designated employee's previous leave history as well as the nature of illness or injury. Such written requests shall include employee's name, reasons for requesting such donations of accrued leave, and approximate duration of absence, if known.

Section 2.1 The maximum amount which an employee may receive is limited to one hundred eighty 180 days (1440 hours) per twelve-month period. Before an employee is eligible to receive donated leave, his or her physician must certify that the employee, due to one or more of the extraordinary circumstances identified in Section 1.1, is unable to perform his/her job duties. Once medical certification is received, the employee is eligible to receive up to 20 consecutive days (160 hours) of leave for which he or she would otherwise be without pay. From this point forward, the employee will be authorized to use donated sick leave in up to 20-day increments, with additional medical certification after each 20-day period documenting the employee's inability to perform his/her job duties due to one or more of the extraordinary circumstances defined above.

Section 3.0 Upon approval of such request, the Department timekeeper shall distribute Form J-180 (Application for Donation of Sick/Vacation Leave) to employees willing to donate accrued leave time. The donation must be made as a free and voluntary act, and no duress or coercion shall be placed upon an employee to make such donation of his/her paid leave time.

Section 3.1 Donated time will be credited to the absent employee in the order in which the forms are received. In the event of excess donations received but not used due to the employee's early recovery, resignation, retirement, or death, any donation forms received but not utilized will be voided and the time returned to the donating employees. Donated time returned to a donor shall be reflected in the Sick/Vacation Leave balance on the donor's pay stub as soon as possible.

Section 3.2 Bargaining Unit members may receive donated vacation leave for use as family sick leave because of illness in the immediate family as defined in Article 29. The total amount of family sick leave (including the employee's own leave and donated leave) shall not exceed ten (10) working days (80 hours) in any calendar year.

Section 4.0 Donated time will be converted to a dollar value based on the current rate of pay of each donor for donated hours and on the rate of pay of each done for hours utilized. The rate of pay used for each donor will be in effect at the time Form J180 is signed.

Section 4.1 Time donated for this purpose will not be considered during the donor's performance rating period, nor will it affect a donor's right to convert Sick Leave to Vacation Leave or cash payment as established in this Agreement.

Section 5. The Department timekeeper will immediately notify Human Resources of the employee's return to work or of any major change in the employee's physical condition.

APPLICATION FOR DONATION OF SICK/VACATION LEAVE

Please deduct from my accrued leave ____hours of Sick Leave AND/OR_____Vacation Leave. I wish to donate the cash value of such leave to compensate_____, who will exhaust his/her paid leave time on _____.

By my signature appearing below, I expressly acknowledge and clearly understand that the City of Fort Lauderdale has no obligation whatsoever to pay me, and that I will not be paid by the City for the time I am donating to the employee identified above. I also acknowledge and represent to the City that my

donation of accrued leave is made to the employee identified above for use in compensating that employee and that my donation is made of my free will, as my voluntary act, and that I was under no duress or coercion to make such a donation.

NAME OF EMPLOYEE (Print) _____

EMPLOYEE NUMBER _____

SIGNATURE OF EMPLOYEE _____DATE _____

DEPARTMENT/DIVISION NAME AND NUMBER _____

Form No. J-180 New 3/84

ARTICLE 31 - GRIEVANCE PROCEDURES

Section 1. A grievance is defined as a dispute between the City and one (1) or more of its employees concerning the interpretation or application of or compliance with this Agreement, including disputes regarding discipline.

Section 2. Should a grievance arise, there shall be an earnest effort on the part of the parties to settle such grievance promptly. Grievances involving discipline shall follow the procedure established in Article 12.

Step 1. An employee shall present and attempt to resolve any grievance with the immediate supervisor. A Union steward may be present if so requested. Discussion will be informal for the purpose of settling the dispute in the simplest and most direct manner. The decision of the immediate supervisor shall be given orally to the employee no later than ten (10) working days after the discussion.

Step 2. If the grievance has not been resolved to the satisfaction of the employee at Step 1, the grievance may be reduced to writing on the regular grievance form, signed by the employee and presented to the employee's division head or designee not later than five (5) working days after the immediate supervisor's response was rendered at Step 1. If the grievance involves more than one (1) employee, the Union will identify by name all of the aggrieved employees prior to proceeding to Step 3. Any resolution of the grievance shall be limited to those employees who have been named or designated on the grievance form. The division head or designee shall conduct a meeting with the affected employee(s) and/or Union steward within ten (10) working days of receipt of the grievance and shall reply to the affected employee(s) and the Union steward, in writing, of the decision within ten (10) working days after the close of the meeting.

Step 3. If the grievance is not settled to the satisfaction of the employee(s) at Step 2, the decision may be appealed by presenting the written grievance to the employee's department head or designee not later than ten (10) working days after receipt of the division head's decision at Step 2. The department head or designee shall conduct a meeting with the affected employee(s) and/or Union representative within ten (10) working days of receipt of appeal. The department head or designee shall render a written decision within ten (10) working days following the close of the meeting and shall provide a copy of the decision to the Union.

Step 4. If the grievance is not resolved to the satisfaction of the employees at Step 3, the decision may be appealed to the Human Resources Director or designee not later than ten (10) working days after receipt of the Step 3 decision. The Human Resources Director or designee shall meet with the affected employee(s) and/or the Union representative within ten (10) working days following receipt of the grievance and shall reply in writing within ten (10) working days following the close of the meeting.

A. The City and the Union hereby agree that this procedure and the procedure set forth in the Arbitration Article shall be the sole and exclusive method for interpreting and enforcing this Agreement. Except as otherwise provided herein, the Union shall have the exclusive right to represent all employees and to control the submission of grievances to arbitration. In accordance with its obligation to fairly represent employees, the Union shall be authorized to withdraw, abandon or settle any grievance at any time.

B. For the limited purpose of this Article, a working day shall be from 8:00 a.m. to 5:00 p.m.,

Monday through Friday, exclusive of holidays observed by the City.

C. The time limits set forth above are to be strictly adhered to but may be lengthened or shortened by mutual agreement in writing.

D. Representatives of the City and the Union shall acknowledge receipt of grievances by signing and dating the form when presented or received.

E. Any grievance not advanced by the employees to the next higher step within the time limits provided shall be deemed permanently withdrawn and as having been settled on the basis of the answer most recently given. A grievance not answered by the City within the time limits provided shall be automatically advanced to the next higher level within this Article.

F. No action or matter shall be considered the subject of a grievance unless a written complaint is made within twenty (20) working days of its occurrence or within twenty (20) working days from the time the aggrieved employees became aware or by use of reasonable diligence should have become aware of the cause for complaint. The City shall not be subject to any liability for any period more than twenty (20) days prior to the date the grievance was filed in writing.

G. A Union Steward shall be permitted to confer with the appropriate supervisor and/or division head under the circumstances defined in Steps 1 and 2 above without loss of pay provided that the City may discontinue payment for such time in case of abuse by the Union representative. A Union steward shall report to the immediate supervisor when stopping work to process a grievance as requested by an employee and shall report back to the supervisor when ready to resume work. If the steward represents more than one (1) location and is required to leave the regular workplace to process a grievance, the steward shall report to the immediate supervisor when stopping work, to the appropriate supervisor when arriving at the workplace of the affected employees
and to the steward's immediate supervisor when ready to resume work. If a grievance involves more than one (1) employee, such employees shall designate not more than two (2) employees to represent the group and, with the steward, shall be permitted to confer with the supervisor and/or division head in steps 1 and 2 as provided above. Aggrieved employees will be permitted to confer with representatives of City management as provided in the grievance procedure without loss of pay provided that the City may discontinue payment for such time if this privilege is abused.

H. In the event that the grievance involves a group of employees who do not have the same immediate supervisor, the grievance shall first be presented to their division head as indicated in Step 2 of this procedure. The subsequent steps of the grievance procedure as outlined in this Article shall then apply.

I. In the event that the grievance involves a group of employees who do not have the same division head, the procedure shall start with Step 3.

J. In the event that the grievance involves a group of employees that do not have the same department head, the procedure shall start with Step 4.

K. The Union shall have the right to file grievances in the fourth step of the grievance procedure in any non-disciplinary matter involving the interpretation or application of this

Agreement, provided, however, that this right shall be strictly limited to those matters where the Union can factually demonstrate:

(1) that the matter is covered by a provision of the Agreement; and
(2) that the matter involves the interpretation or application of that provision; and
(3) the grievance does not seek to add to or subtract from any provision of the Agreement; and
(4) the subject matter of the grievance is general in nature, having application to a majority of the members of the unit.

Section 3. If the grievance has not been satisfactorily resolved under this procedure, the Union may proceed to arbitration as set forth in Article 32, Arbitration, provided that unless the Union has refused to represent the employee solely because he is not a member of the Union, the Union shall control the processing, withdrawal or prosecution of the arbitration.

Section 4. Mediation

1. Based upon mutual consent of the parties, the City and the Union may submit specific grievances to mediation prior to proceeding to Arbitration as provided in Article 32.

2. The recommendation of the Mediator will be binding on the parties only if the City and Union both concur with the findings. Either the City or the Union may reject the mediator's recommended solution and proceed to arbitration.

3. The costs, if any, for mediation, will be shared equally by the parties to this agreement.

ARTICLE 32 - ARBITRATION

Section 1. A request for arbitration shall be made by the Union within twenty (20) working days after the final answer of the City at Step 4 of the grievance procedure. If no timely request for arbitration is received within twenty (20) working days, the grievance will be considered by all parties to have been withdrawn and settled based on the City's final answer.

Section 2. Within ten (10) working days of the request for arbitration, the Union, at its own expense, will request a panel of not less than seven (7) choices from Federal Mediation and Conciliation Service (FMCS). Failure to timely request a panel will be considered a dismissal of the grievance with prejudice. In the event that either party, before any striking of names occurs, feels that the panel is unsatisfactory, that party shall have the right to request one (1) additional panel. The party requesting the additional panel will be responsible for any fees associated with additional panels requested. The arbitrator shall thereafter be selected from the panel of arbitrators by alternate striking of names until one (1) name remains. The Union shall strike the first name. The parties will thereupon notify FMCS, who will notify the arbitrator of the appointment. Failure of the parties to select an arbitrator within thirty (30) working days of receipt of the panel shall be considered a dismissal of the grievance with prejudice.

Section 3.0 The arbitration shall be conducted under the rules set forth in this Agreement and shall proceed as follows:

Section 3.1 Upon notification of appointment, the arbitrator shall communicate with the parties as soon as practicable to arrange for the date and place of hearing; or, if questions of material fact are not at issue, to arrange for the joint submission of stipulations of fact and relevant documentation concerning the grievance.

Section 3.2 The arbitrator shall have exclusive jurisdiction and authority to resolve grievances as defined in this Agreement. The arbitrator shall have the authority to issue subpoenas enforceable in any court of competent jurisdiction and shall administer oaths to all witnesses testifying in any proceeding.

Section 3.3 The arbitrator shall have no power to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.

Section 3.4 The arbitrator shall have no power to consider or rule upon any matter which is stated in the Agreement not to be subject to arbitration, or which is not a grievance as defined in this Agreement or which is not covered by this Agreement.

Section 3.5 The parties agree that only evidence presented at a hearing at which both parties had the opportunity to cross-examine witnesses and rebut any testimony or evidence shall be considered by the arbitrator.

Section 3.6 Upon timely notice prior to the scheduling of hearings and when mutually agreed, consolidation of one (1) or more grievances based upon similar circumstances for hearing and resolution before the same arbitrator shall be permitted.

Section 3.7 The arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the final hearing. The findings of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be final and binding on the parties. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings and conclusions on the issues submitted unless otherwise agreed in writing by the parties.
Section 3.8 Except in disciplinary cases, the party claiming misinterpretation or misapplication of this Agreement shall have the burden of proving its contention.

Section 4. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the arbitrator is to determine disputed interpretations of terms and conditions of employment actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator, therefore, shall not have the authority, nor consider it the arbitrator's function, to include in the decision any issue not submitted or to so interpret or apply the Agreement so as to change what can fairly be said to have been the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision which, in practical or actual effect, modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement. Past practices of the parties in interpreting or applying terms of the Agreement can be relevant evidence but may not be used so as to justify or result in what is, in effect, modification (whether by addition or detraction) of the written terms of this Agreement.

Section 5. The costs for the services of the arbitrator shall be borne by the losing party. The parties shall bear the costs of their own representatives and witnesses. The Union shall have the

right to compensate its witnesses from the Time Pool and one (1) Union representative, who is on duty, shall be entitled to attend arbitration hearings at straight time rates. Either party to this Agreement desiring a transcript of the arbitration hearing shall be responsible for the cost of such transcript. If either party to this Agreement unilaterally requests postponement or cancellation of a previously scheduled arbitration resulting in a postponement or cancellation charge, the party requesting the postponement or cancellation shall pay such charge. A postponement or cancellation charge resulting from a joint postponement or cancellation request shall be shared equally by the parties.

ARTICLE 33 - PERFORMANCE RATING REVIEW

Section 1. An employee who objects to a marginal or unsatisfactory performance rating because the employee believes that the rater was prejudiced may have such rating reviewed by the rating and review authority generally within two (2) weeks after the employee requests such review. If, after such review, the employee still believes the rater was prejudiced, the employee may appeal the marginal or unsatisfactory performance rating to a Rating Review Committee, as provided in Section 2. Prejudice shall be defined as an opinion formed without knowledge, thought, and reason.

The marginal or unsatisfactory rating referred to above shall be for the entire rating and not any one (1) section thereof. In the event that an employee receives a marginal or unsatisfactory rating of a particular category within the rating, the employee shall have the right to submit a written rebuttal concerning the facts at issue.

Section 2. An employee who, after the review provided in Section 1, wishes to appeal shall submit a written request to the Director of Human Resources within seven (7) days following the review by the rating and review authorities. After determining that the review provided in Section 1 has been held, the Director of Human Resources shall appoint a Rating Review Committee to determine if the employee's rating was based on a prejudiced consideration by the rater rather than on the performance of the employee. The Rating Review Committee shall consist of:

A. the employee's department head or designee, unless the department head was the rater's supervisor, in which case another department head familiar with the class of work performed by the appealing employee shall be appointed;

B. the Director of Human Resources or designee;

C. an employee selected by the appealing employee, who shall be selected from the same classification as that of the appealing employee. In the event there are no other employees of the same classification, the Director of Human Resources shall designate related classifications of employees from which the employee may select.

Section 3. The Director of Human Resources will act as chairperson of the Rating Review Committee or shall appoint a chairperson in the event of absence. A written statement indicating which part of the Performance Rating Report the employee considers to be prejudiced must accompany the request for review. The employee's appeal shall be promptly considered by the Rating Committee in the order of its filing. The employee and the employee's rater and rater's supervisor shall be present during the review of the employee's appeal. Proceedings shall be informal, orderly and pertain to the presentation of information and evidence relating to the employee's belief of prejudiced consideration of the rater during the period the rating evaluation

covers.

Section 4. Employees who have observed the employee's performance for a considerable amount of time for this period may testify. The Rating Committee shall carefully budget the time of all employees appearing before it so that the operations of the department will not be disrupted. The appealing employee may also submit a written statement to the Board for inclusion in the records.

Section 5. The Committee shall decide whether or not the rater was prejudiced and shall render a written decision within two (2) days following the conclusion of the hearing.

Section 6. Supervisors shall rate employees based upon the criteria contained within the Employee Performance Rating System Supervisor's Handbook. In evaluating attendance, the supervisor shall consider the cause, duration and frequency of absences due to medical reasons.

Section 7. The employee shall be provided with a copy of the completed evaluation form.

Section 8. The employee may choose to be accompanied by an authorized Union representative.

Section 9. After the committee renders its decision, if the employee still feels that the rater was prejudiced, the Union, at the request of the employee, may appeal the decision of the Committee directly to arbitration.

ARTICLE 34 - COMPREHENSIVE HEALTH CARE PROGRAM

Section 1. The City agrees to make comprehensive health care available to employees and eligible dependents and contribute one thousand four hundred and forty-three dollars ($1,443.00) per month toward monthly premium costs for each eligible employee in the Bargaining Unit who elects to participate in the City-sponsored medical plan.

Effective January 1, 2026, the City contribution shall adjust by the Total Medical and Pharmacy Trend for Plans with a Medium Level of Member Cost sharing plus 2%, as published in the Arthur J. Gallagher & Co. GBS Actuarial Consensus Trend Forecast for the 2nd Quarter of 2025.

Effective January 1, 2027, the City contribution shall adjust by the Total Medical and Pharmacy Trend for Plans with a Medium Level of Member Cost sharing plus 2%, as published in the Arthur J. Gallagher & Co. GBS Actuarial Consensus Trend Forecast for the 2nd quarter of 2026.

Effective January 1, 2028, the City contribution shall adjust by the Total Medical and Pharmacy Trend for Plans with a Medium Level of Member Cost sharing plus 2%, as published in the Arthur J. Gallagher & Co. GBS Actuarial Consensus Trend Forecast for the 2nd quarter of 2027.

Any employee who elects such coverage shall be responsible for payment of any premium in excess of the City's contribution which shall be deducted from the employee's paycheck. However, during the term of this Agreement, the employee's premium payment shall increase by no more than eight percent (8%) per year.

Section 2. The City agrees to continue substantially, if available, the present health care and dental benefits but reserves the right to change current companies, plan designs, benefits and/or offer plan alternatives to mitigate premium cost increases if the premium cost for the benefits provided exceeds the combined amount of contributions from the City and employees.

Section 3. In addition to the Internal Revenue Code Section 125 pre-tax benefit for health insurance premiums, the City at its sole discretion may offer additional Section 125 benefits to bargaining unit members. The offer of additional benefits is conditioned upon compliance with Section 125 regulations including, but not limited to, the requirement that any such benefits must be made available to all eligible City employees. The City retains the sole and exclusive right to administer such benefit plan including, but not limited to, the right to develop and revise benefits and procedures.

Section 4. RETIREE INSURANCE HEALTH BENEFITS

A. For supervisory and professional employees, (i) with eight (8) or more years of service with the City who (ii) terminate their employment with the City (iii) on or after October 1, 2000, and (iv) on or after their Normal Retirement Date, as that date is set forth in the General Employees' Retirement System, the City shall pay four hundred dollars ($400.00) per month for retiree health benefits. Payment of the retiree health benefits shall commence the beginning of the month after terminating employment with the City and shall remain constant until the employee attains Medicare eligibility, at which time the retiree health benefit payments shall cease.

B. Supervisory and professional employees, who are fifty (50) or more years of age and who terminate their employment with the City after eight (8) or more years of service, but prior to attaining their Normal Retirement Date, as that date is set forth in the General Employees' Retirement System, shall be eligible for either (i) $400.00/month retiree health benefits commencing at their Normal Retirement Date, as that date is set forth in the General Employees' Retirement System, or (ii) a reduced retiree health benefit payment commencing the month after termination of employment with the City, with the amount of such retiree health benefit being reduced from the full $400.00/month in accordance with the reduction formula applicable to early retirement for Group I Members of the General Employees' Retirement System, as set forth at Code Sect. 20-110 (b) (2). In either event payment of the retiree health benefit shall remain constant until the employee attains Medicare eligibility, at which time the health insurance benefit payments shall cease.

C. Employees enrolled in the Defined Contribution Plan are eligible to receive retiree health benefits in accordance with the terms and conditions contained in A and B, whichever is applicable.

D. Re-employed employees who are eligible for retiree health benefits resulting from classified service shall not be eligible for retiree health benefits resulting from their period of re-employment.

E. A retired employee who is eligible for retiree health benefits and who is re-employed by the City, shall not be entitled to receive retiree health benefits during the re-employment period for which he or she is also receiving health insurance benefits as an incident of his or her re-employment.

F. The provisions of this section shall not apply to employees hired on or after April 1, 2014.

This benefit will be deposited by the City to the retiree's designated direct deposit bank account.

ARTICLE 35 RETIREMENT SYSTEM

Section 1. The City and the Union acknowledge that the City has enacted Chapter 20, Article IV, Division 2 of the Code of Ordinances of the City of Fort Lauderdale which provides a mandatory retirement system for General Employees; and further acknowledge that this Article is not intended to, in any way, modify any provision of that legislative enactment or to change or increase or diminish the legal rights of the City or any current member of that retirement system.

Section 2. The City and the Union acknowledge that the City's mandatory retirement system is administered, supervised and managed by a Board of Trustees accountable as fiduciaries to employee members of the retirement system. The Board of Trustees is not a party to this Agreement. The City and Union, therefore, agree that the terms of the retirement system shall not be incorporated into this Agreement and that no dispute arising from the interpretation or application of the retirement system, or any decision of the Board of Trustees shall be subject to the grievance/arbitration provision of this Agreement.

Section 3. The Normal Retirement Date for Group I Members shall be fifty-five (55) years of age or thirty (30) years of service, whichever shall first occur.

Section 4. The accrued service credit rate for Group I Members, shall be three percent (3%) per year as applied against the member's average monthly earnings for all years of service for the first twenty-five (25) years and two and one-half percent (2.5%) for all years of service in excess of twenty-five (25); provided, however, the maximum benefit accrual permitted for such Group I Member shall be ninety percent (90%) of such member's average monthly earnings.

Section 5. Effective October 1, 2025, Group I Members and Group II Members shall be eligible for a sixty (60) month Deferred Retirement Option Plan (DROP), commencing upon their Normal Retirement Date. Effective October 1, 2025, Members in the DROP prior to October 1, 2025, shall be eligible to extend their DROP period from thirty-six (36) to sixty (60) months. For each month delay in entering the DROP, the applicable DROP Period shall be correspondingly reduced. DROP Accounts shall accrue DROP Earnings during the DROP Period. Effective August 21, 2018, Drop Earnings shall be computed as follows:

a. The rate of three (3.0%) percent if the Plan's Net Rate of Investment Return is less than three (3.0%) percent, or;

b. The Plan's Net Rate of Investment Return if the Plan's Net Rate of Investment Return is three (3.0%) percent or greater, but not more than six (6%) percent, or;

c. The rate of six (6%) percent if the Plan's Net Rate of Investment Return is greater than six (6%) percent.

At the end of the DROP Period, the DROP shall no longer accrue DROP Earnings.

Section 6. Any employee hired on or after January 21, 2004, who joins the General Employees Retirement System (GERS), must be employed for a minimum of five (5) years to be eligible for a retirement benefit.

Section 7. Service time and credit accrued in each of the City's defined benefit plans (GERS and Police and Fire Plans) shall be treated distinctly and are non-transferable. If the employee leaves

the City's general service with a minimum of five (5) years of service in GERS, the employee's status in GERS when leaving the City's general service and while in the City's employ as a firefighter or police officer will be that of a terminated "vested" employee entitled to a GERS benefit structure at his normal retirement date (NRD). The employee's NRD benefit, and accrual rate shall be that which is in effect on the date the employee left the City's general service and became a Firefighter or Police Office. For example, if the employee's accrual rate is 2.5% per year and his/her final average salary is calculated at $35,000 at time of vesting in GERS, this same accrual rate and average salary calculation will be used in calculating the GERS benefit upon reaching his/her GERS NRD.

However, if the employee leaves the City's general service prior to five (5) years of service in GERS, the employee will not be vested and will have his/her employee contributions refunded to him/her, plus interest at three percent (3%).

Section 8. An employee receiving or eligible to receive a normal retirement pension benefit from the General Employees Retirement System (GERS) will not be eligible to participate in either GERS or the 401 (a) Plan during any period of re-employment with the City.

Section 9. When an employee in the Defined Contribution 401(a) Plan has participated in that plan for the same period of time it would take the employee to get to the 90% maximum accrual cap under GERS, then, at that time, the City would cease making contributions to the Defined Contribution 401(a) Plan on behalf of that employee.

Section 10. Effective November 7, 2007, new hires will be enrolled in the City sponsored Defined Contribution Plan. The City will contribute 9% of the eligible employee's earnings to the Defined Contribution Plan.

Section 11. Any employee eligible for membership in the General Employees Retirement System hired on or after October 1, 2002, and any Group I Member who terminates membership in the General Employees Retirement System ("eligible employee"), seeking and receiving refund of all contributions at the applicable rate of interest, may elect to participate in a City sponsored Defined Contribution Plan in lieu of participating in the General Employees Retirement System. Participation for such eligible employees in either the General Employees Retirement System or the City sponsored Defined Contribution Plan is mandatory. The City will contribute 9% of the eligible employee's earnings to the Defined Contribution Plan. An eligible employee may not participate in both General Employees Retirement System and the City sponsored Defined Contribution Plan.

Section 12. Under Chapters 175 and 185, Florida Statutes, the City of Fort Lauderdale Police and Firefighters' Retirement System receives state premium tax revenues to provide "extra benefits" under that Retirement System. Under state law, the term "extra benefits" for Police and Firefighters means benefits in addition to or greater than those provided to general employees of the municipality. If, as a result of implementing any of the foregoing amendments to the General Employees Retirement System, it is actuarially determined in accordance with state standards that the benefits received by either Police or Firefighters under the City of Fort Lauderdale Police and Firefighters' Retirement System are no longer "extra benefits" within the context of Chapters 175 and 185, Florida Statutes, then the employees' contribution rate to the General Employees Retirement System shall be raised an additional one-quarter percent (.25%), from 6.0% to 6.25%. The increase in employees' contributions shall be retroactive to the event by which the Police or Firefighters were no longer receiving "extra benefits" within the context of Chapters 175 and 185,

Florida Statutes. If, thereafter, the Police or Firefighter benefits increase so that they are receiving "extra benefits" beyond those of general employees, without the additional one-quarter percent (.25%) increase in general employee contributions, then the 6.25% contribution rate shall be adjusted back to the 6.0% contribution rate.

Section 13. On July 15, 2003, the City Commission approved Ordinance No.C-03-27, which repealed the maximum age for GERS participation and permitted GERS excluded employees the option to remain in the Section 401(a) Plan or, in the alternative, to elect to join GERS on a prospective basis.

Section 14. The parties agree that the City will join the Florida Retirement System for general employees effective October 1, 2020, or as soon thereafter as administratively feasible, contingent on the agreement of all unions representing City general employees. Bargaining unit members employed on October 1, 2020, will have the option of enrolling in the Florida Retirement System (FRS), or remaining in their current city retirement plan. Bargaining unit employees hired after October 1, 2020, will become members of FRS. FRS benefits and employer and employee contributions to FRS will be governed by the laws and rules of FRS.

ARTICLE 36 - TUITION PAYMENT PLAN

TUITION PAYMENT PLAN: Payment of tuition by the City of Fort Lauderdale for approved educational or training programs will be in conformance with the following:

Section 1. The City of Fort Lauderdale will, upon approval of the Department Director, the City Manager, and the Director of Human Resources or their respective designees, pay the tuition of regular employees for any eligible training or educational program/course. An eligible training or educational program/course is one that, in the judgment of the Director of Human Resources, the City Manager, and the Department Director or their designees, is directly related to the employee's current position or to a related higher position, and which will improve performance in a current position or which constitutes preparation for promotion to related higher level responsibilities.

Section 2. Employees will be entitled to a refund of tuition upon the successful completion of each approved course based on the following scale:

Grade	Refund
A	100%
B	75%
C	50%
D or Below	None

The refund shall be available for a maximum total of twenty-four (24) semester hours or thirty- two (32) quarter hours in any one (1) year period for eligible regular employees. The amount payable for such refund shall be based upon and shall not exceed the established credit-hour rate of tuition for regular courses/programs as charged by the State of Florida's accredited public universities or colleges at the time the course is undertaken, regardless of the fact that the employee may be attending a private educational institution. Tuition costs for "accelerated" or "executive" degree programs, even if taken at public university or college, will be reimbursed at the regular credit hour rate. Tuition reimbursement shall be offset by all scholarships or grant money received for the

purpose of paying the tuition to be reimbursed by the City.

Section 2.1 If no letter grade is given by the school, either formally or informally, the refund will be based on 75% of the tuition cost for the course; however, the Employee shall endeavor to secure from the institution or instructor an informal letter grade if no formal letter grading system is used. If a letter grade is obtained from the institution or the instructor, the refund will revert to the scale in Section 2 of this Article.

Section 3.1 For all courses enrolled in subsequent to August 18, 2015, if an employee voluntarily terminates his/her employment with the City of Fort Lauderdale within two (2) years after receiving tuition refund from any university or college courses at the undergraduate and/or graduate level or completion of any eligible education or training program/course, then the amount of that tuition refund paid by the City shall be repaid by such employee to the City immediately. If an employee voluntarily terminates his/her employment with the City of Fort Lauderdale within six (6) years of receiving tuition refund for courses at the post-graduate (doctorate) level, then the amount of that tuition refund paid by the City shall be repaid by such employee to the City immediately. Should such employee fail to immediately reimburse the City for the amount of such refund, the City may deduct the amount of any such refund from any salary, wages, sick leave, vacation, or other payouts due to the employee from the City.

Section 3.2. If an employee voluntarily terminates within two (2) years of completing any training for certifications or licenses paid for by the City, the City may withhold from the employee's final paycheck, including leave payouts, the amount necessary to reimburse the City of the cost of the training. If the final paycheck or leave payouts are insufficient to cover the cost of the training, the employee must reimburse the City for the cost of such training, less any withholding by the City.

Section 4. In order to be considered for tuition reimbursement, all course work subject to the tuition reimbursement program must be approved prior to the beginning of the class by the Department Director or designee and the Director of Human Resources or designee. Any regular employee who is approved for attendance in any eligible educational or training program/course must pay tuition costs directly to and be accepted for enrollment by an accredited educational institution. No reimbursement will be made for textbooks, tuition differential, fees, or any other expenses. No coursework shall be performed during working hours unless approved by the employee's department head. In such an event, coursework performed during working hours shall be deducted from accumulated annual leave time.

Section 5. Within thirty (30) days of the completion of approved course work, the Employee shall present the original transcript notification thereof to the Human Resources Division in order to be eligible for any tuition refund to which such employee may be entitled.

ARTICLE 37 - CITY POLICIES, RULES AND REGULATIONS

Section 1. It is agreed and understood that the City and City Departments currently have policies, rules and regulations governing employment. The Union agrees that such policies, rules and regulations shall be formulated, amended, revised, and implemented at the sole and exclusive discretion of the City. In the event that a contemplated change is to be made, the City shall provide at least twenty (20) working days notice of such changes to the Union.

Section 2. Nothing in this Article shall be construed as a waiver of the Union's right to impact bargaining.

ARTICLE 38 - PERSONNEL RECORDS

Section 1. The Human Resources Department shall maintain an official personnel file for each permanent employee. Such file shall be centrally maintained in an appropriate unit within the Human Resources Department.

Section 2. Upon completion of an employee's Performance Evaluation and upon completion of Attachment 1, any counseling forms received during the employee's review period shall not be considered for purposes of progressive discipline provided the employee has not received any additional counselings within a one-year period. Upon request of the employee and completion of Attachment 2, letters of reprimand will not be considered when determining further disciplinary action, provided the employee has had no disciplinary action or letters of reprimand during the two (2) years immediately preceding the request.

Section 3. For the purposes of this Article, investigative and/or internal affairs files shall not be construed as personnel records.

Section 4. Each employee shall be permitted to review materials in the employee's official file at reasonable times during normal office hours by making an appointment with designated records personnel in the Human Resources Department.

Section 5. Personnel records, where applicable, shall be maintained in accordance with the State of Florida's Retention Schedule.

ATTACHMENT 1

The attached Counseling Slip has been in full force and affect for the amount of time specified in the Collective Bargaining Agreement.

From _____forward it will not be considered for purposes of progressive discipline as provided for in Article 38 of the Federation contract.

_____
DATE
_____

ATTACHMENT 2

The attached written Reprimand has been in full force and affect for the amount of time specified in the Collective Bargaining Agreement.

From _____forward it will not be considered when determining further disciplinary action as provided for in Article 38 of the Federation contract.

_____
DATE
_____

ARTICLE 39 - SAVINGS CLAUSE

Section 1. If any article or section of this Agreement should be determined by the City to be in conflict with any existing or subsequently enacted State or Federal legislation or judicial decision, all other articles and sections of this Agreement shall remain in full force and affect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion(s).

Section 2. In the event of invalidation of any article or section, the parties agree to meet

within thirty (30) days of such determination for the purpose of negotiating a replacement for such article or section.

ARTICLE 40 - ENTIRE AGREEMENT

Section 1. The parties acknowledge that, during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that all the understandings and agreements arrived at by the parties are set forth in this Agreement.

Section 2. The parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 3. Notwithstanding the above, the parties recognize the obligation to negotiate regarding any contemplated change which will significantly affect a term or condition of employment not contained in this Agreement.

ARTICLE 41 - DURATION OF AGREEMENT, DATES

Section 1.1 This Agreement shall become effective at 12:01 a.m. on October 1, 2025, and shall remain in full force and effect until 12:00 midnight September 30, 2028. It shall automatically renew from year to year thereafter unless either party shall have notified the other, in writing, no later than March 1, 2028, or by March 1 of any year thereafter, an intent to negotiate a successor agreement.

ARTICLE 42 - DRUG FREE WORKPLACE

The City has a legal responsibility and management obligation to ensure a safe work environment as well as a paramount interest in protecting the public by ensuring that its employees have the physical stamina and the emotional stability to perform their assigned duties. A basic requirement and/or condition of employment must be an employee who is free from drug/alcohol dependence, illegal drug use, or drug/alcohol abuse.

There is sufficient evidence to conclude that the use of illegal drugs, drug or alcohol dependence, and drug or alcohol abuse seriously impairs an employee's performance and general physical and mental health.

Section 1. The following provisions are to ensure an employee's fitness for duty as a condition of continued employment:

A. Any employee under the influence of an illegal substance or alcohol in the workplace shall upon detection be immediately suspended without pay pending an investigation. Should the employee be judged to be in violation of this Article, he/she will be discharged from employment.

B. Any employee found to be selling, purchasing, manufacturing, distributing, dispensing, possessing, or using an illegal substance on or off duty shall upon detection be immediately suspended without pay pending an investigation. Should the employee be judged to be in violation of this Article, he/she may be subject to discipline.

C. While on duty, any employee under the influence of a legally obtained drug to the extent that such use influences or impairs the ability of the employee, affects the safety of co-workers, impairs the employee's job performance or the safe or efficient operation of equipment, shall upon detection be immediately suspended without pay pending an investigation. Should the employee be found to be in violation of prescribed physician's directions, he/she may be discharged from City employment.

Section 2. In an effort to identify and eliminate on or off-duty controlled substance/illegal substance and/or alcohol abuse, appropriate tests as determined by the City may be administered as provided herein:

A. as part of any scheduled physical examination program where participation is required of department personnel;

B. following any on-duty accident or serious incident involving damage to property or personal injury where the City has reasonable suspicion based upon objective factors that the involved employees may be under the influence of alcohol, an illegal drug, or abusing a legal drug or controlled substance;

C. where the City at any time has a reasonable suspicion that an employee has possession of or is manufacturing, using, dispensing, or selling any illegal drug or controlled substance not prescribed by a licensed physician;

D. as a condition of employment for position of Beach Patrol Lieutenants;

E. following any accident or serious incident involving damage to property or personal injury;

F. in cases in which an employee is acting in an abnormal manner and the supervisor has reasonable suspicion to believe that the employee is under the influence of illegal drugs, legal drugs or alcohol, or controlled substance prescribed by a licensed physician to the employee;

G. anytime that an employee is involved in an accident while operating a City vehicle, whether on or off duty, they may be required to submit to alcohol/chemical drug testing immediately. Employees must follow relevant policies for reporting accidents in a City vehicle whether on or off duty.

Section 3. The testing for drugs or illegal substances shall be done through a blood analysis, urine analysis, or both at the City's discretion. Alcohol testing will be conducted by use of a breathalyzer test as determined by the City's medical provider. If alcohol use is detected, the employee will also undergo blood analysis to determine accurate findings as related to state statutory standards. The state standard of an alcohol concentration of 0.05 or greater will be used as the standard for

"under the influence" of alcohol. Blood samples shall be taken to test for alcohol, drugs or other substances, or any combination thereof where it is generally accepted by medical experts, toxicological experts, or both that testing for such substance is insufficiently accurate through urine samples or where testing of the substance through blood samples provides substantially greater accuracy. Urine samples shall be collected under supervision of collection site personnel and split sample screening will be utilized. The collection site shall maintain a record of the "chain of custody" of urine specimens.

In the event a urine specimen is tested as positive under the drug testing screen, as specified below, a portion of that sample shall be subjected to a gas chromatography/mass spectrophotometry (GC/MS) testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

Section 4. Drugs, their metabolites, alcohol and other substances for which the City will screen an employee's urine sample, blood sample, or both include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites, (benzoylecgonine), extended opiates, marijuana metabolites (delta9-tetrahydrocannabinol-9-carboxlyic acid), methadone, methylenedioxymethamphetamine, opiates, phencyclidine and propoxyphene. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry (GCIMS). Employees shall be required to document their legal substance use, as defined above, within twenty-four (24) hours of their initial drug screening test. Test results shall be treated with the same confidentiality as other medical records. The standards for positive results to be used for employee drug testing are as follows:

DRUG TESTING STANDARDS		
Drug/Metabolite	Screening Test	Confirmation Test
Amphetamines/Methamphetamine	500 ng/ml	250 ng/ml
Barbiturates	300 ng/ml	200 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Benzoylecgonine/Cocaine Metab	150 ng/ml	100 ng/ml
Extended Opiates	300 ng/ml	150 ng/ml
Methadone	300 ng/ml	300 ng/ml
Methylenedioxymethamphetamine (MDMA)/ Methylenedioxyamphetamine (MDA)	500 ng/ml	300 ng/ml
Opiates	*2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	300 ng/ml
Codeine/Morphine	2000 ng/ml	2000 ng/ml
Oxycodone/Oxymorphone	100 ng/ml	100 ng/ml
Hydrocodone/Hydromorphone	300 ng/ml	100 ng/ml
6-Acetylmorphine	10 ng/ml	10 ng/ml

*Twenty-five (25) ng/ml if immunoassay specific for free morphine.

Other drugs and substances may be tested for by the City at its discretion. In that event, they will be tested at levels according to generally accepted toxicology standards.

Section 5. Refusal to comply with an order to submit to such an examination will constitute the basis for dismissal from City employment. Any positive test for a controlled substance shall result in dismissal from City employment.

The City, in addition to any appropriate disciplinary actions, shall refer any employee who tested positive to an Employee Assistance Program for assessment, counseling, and referral for treatment or rehabilitation as appropriate. The costs for such referral, treatment, or rehabilitation shall not be borne by the City.

Section 6. The employee is required as a condition of employment to notify his/her department head of any criminal drug statute conviction occurring in the workplace no later than five (5) calendar days after such conviction. Failure to comply with this provision shall be considered as a voluntary resignation not in good standing.

ARTICLE 43 - WELLNESS INCENTIVE PROGRAM

Section 1. Employees who participate in the City-sponsored medical plan may elect to participate in the Wellness Incentive Program offered by the City. The cost of participation in the Wellness Incentive Program shall be borne by the City. Participating employees will be required to take biometric and health risk appraisal testing at the beginning and end of their annual programs as well as complete the required telephonic mentoring sessions covering nutrition, exercise, and other health-related topics. Employees who successfully complete the program, will receive a $500 cash incentive reward or contribute that amount to their 457 plans. The incentive reward will be subject to all applicable taxes.

ARTICLE 44 - AUTHORITY TO SIGN

The Union represents that the person signing this Agreement on behalf of the Union has the requisite authority to do so and to bind the Union to the terms and conditions of this Agreement.

ARTICLE 45 - EXCHANGE OF TIME

Section 1. Beach Patrol Lieutenants who wish to exchange time with other Beach Patrol Lieutenants must submit a written request for such exchange of time to the Beach Patrol Chief or designee no later than the beginning of the shift immediately preceding the shift for which the employee is requesting an exchange. Exchanges can only be used for full shifts and shall be capped at one hundred twenty (120) hours per year (October 1- September 30). The exchange request must be approved in advance by the Beach Patrol Chief or designee. Denial of any such request shall not be grievable.

Section 2. In the event an employee is unable to report to work for a previously agreed upon exchange of duty, it is that employee's obligation to ensure that another employee is found to fill in on the date that the employee had agreed to report to work. If, for whatever reason, the employee does not meet this obligation or fails to report to work for a shift exchange, he/she shall

be subject to discipline.

Section 3. Probationary employees are not permitted to exchange shifts.

APPENDIX A - SCHEDULE XIV - PROFESSIONAL UNIT

FEDERATION OF PUBLIC EMPLOYEES

FP001	FP07	4	Accountant
FP002	FP09	4	Automotive & Equipment Specialist
FP003	FP10	3	Business Assistance Coordinator
FP004	FP11	3	Data Warehouse Analyst
FP005	FP11	3	Database Administrator
FP006	FP09	4	Engineer
FP007	FP09	4	Environmental Chemist
FP008	FP09	4	Environmental Program Coordinator
FP009	FP11	3	Floodplain Development Review Specialist
FP010	FP13	2	Floodplain Manager
FP011	FP09	4	Geographic Information Systems Analyst
FP012	FP10	3	Geographic Information Systems Application Developer
FP013	FP10	3	Grants And Special Projects Coordinator
FP014	FP11	3	Information Technology Security Analyst
FP015	FP09	4	Landscape Plans Examiner
FP016	FP11	3	Network Engineer
FP017	FP10	3	Noise Abatement Officer
FP018	FP08	4	Planner I
FP019	FP09	4	Planner II
FP020	FP10	3	Planner III
FP021	FP11	2	Principal Planner
FP022	FP11	2	Principal Urban Planner
FP023	FP12	2	Process Control Engineer
FP024	FP10	3	Procurement Administrator
FP025	FP07	4	Procurement Specialist
FP026	FP12	2	Program Manager
FP027	FP11	3	Project Engineer
FP028	FP09	4	Project Manager I
FP029	FP11	3	Project Manager II
FP030	FP09	4	Public Information Specialist
FP032	FP09	3	Senior Accountant
FP033	FP08	4	Senior Administrative Assistant
FP034	FP12	2	Senior Database Administrator
FP035	FP10	3	Senior Geographic Information Systems Analyst
FP036	FP12	2	Senior Information Technology Security Analyst
FP037	FP08	4	Senior Procurement Specialist
FP038	FP07	4	Senior Recreation Program Coordinator
FP039	FP12	2	Senior Systems Engineer

FP040	FP10	3	Senior Technical Support Analyst
FP041	FP12	2	Senior Technology Strategist
FP042	FP12	2	Senior Voice Engineer
FP043	FP11	3	Sustainability Administrator
FP044	FP10	3	Sustainability Coordinator
FP045	FP11	3	Systems Engineer
FP046	FP09	4	Technical Support Analyst
FP047	FP11	3	Technology Strategist
FP048	FP09	4	Training Specialist
FP049	FP09	4	Urban Engineer I
FP050	FP11	3	Urban Engineer II
FP051	FP11	3	Urban Landscape Designer
FP052	FP08	4	Urban Planner I
FP053	FP09	4	Urban Planner II
FP054	FP10	3	Urban Planner III
FP055	FP09	4	Victim Advocate
FP056	FP11	3	Voice Engineer
FP057	FP11	3	Web Engineer
FP058	FP10	3	Webmaster
FP059	FP08	5	Administrative Assistant I
FP060	FP11	3	Historic Preservation Planner
FP061	FP11	3	Forensic Biology/DNA Specialist
FP062	FP08	4	Economic Development Representative
FP063	FP10	3	Airport Business Assistance Administrator

ASSIGNMENT PAY

Project Engineer Project Manager I Project Manager II Urban Engineer II	If assigned to sign and seal engineering drawings and serve as engineer of record, an additional 5% of employee's hourly rate

APPENDIX A - SCHEDULE XV - SUPERVISORY UNIT

FEDERATION OF PUBLIC EMPLOYEES

Class Code	Pay Grade	Management Category	Classification Title
FS001	FS09	3	Accounts Payable Supervisor
FS002	FS09	3	Administrative Supervisor
FS003	FS09	3	Revenue Collection Supervisor
FS004	FS10	3	Chief Accountant
FS005	FS10	3	Code Compliance Supervisor
FS006	FS08	4	Court Liaison Supervisor
FS007	FS10	3	Crime Analysis Supervisor
FS008	FS09	3	Distribution And Collection Chief
FS009	FS12	2	Engineering Design Manager
FS010	FS11	3	Environmental Laboratory Supervisor
FS011	FS12	2	IT Service Desk Manager
FS012	FS09	3	IT Service Desk Supervisor
FS013	FS10	3	Marine Facilities Supervisor
FS014	FS07	4	Parking Revenue Supervisor
FS015	FS08	3	Parks Supervisor
FS016	FS10	3	Payroll Manager
FS017	FS08	4	Permit Services Supervisor
FS018	FS08	4	Police Property/ Evidence Supervisor
FS019	FS08	4	Police Records Supervisor
FS020	FS08	4	Police Supply Supervisor
FS021	FS11	2	Public Safety Grants Manager
FS022	FS09	3	Public Works Maintenance Supervisor
FS023	FS08	4	Publishing Services Administrator
FS024	FS08	3	Recreation Program Supervisor
FS025	FS12	2	Senior Network Engineer
FS026	FS12	2	Senior Project Manager
FS027	FS09	3	Stormwater Operations Chief
FS028	FS09	3	Survey Operations Supervisor
FS029	FS08	4	Surveying Supervisor
FS030	FS11	3	Technology Infrastructure Operations Supervisor
FS031	FS10	3	Urban Forestry Supervisor
FS032	FS09	3	Wastewater Operations Supervisor
FS033	FS09	3	Water Operations Supervisor
FS034	FS07	4	Beach Patrol Lieutenant
FS035	FS09	3	Facilities Supervisor
FS036	FS08	4	Fire Logistics Supervisor

APPENDIX B - BENFEFIT PACKAGE

BENEFIT PACKAGE FOR SUPERVISORY AND PROFESSIONAL EMPLOYEES

Supervisory & Professional Category	Vacation	Allowance Benefits	Hospital-Medical Expense Insurance	Vehicle Assignment
V	Four (4) additional days (32 hours) per calendar year (must use) or option of accepting cash payment of 75%.	Exempt Employee Expense Allowance $80.00/month Vehicle Allowance Mileage Reimbursement Rate in accordance with IRS Guidelines.	The City pays a portion of the cost of basic & major medical insurance for both employee & eligible family members in conjunction with collective bargaining agreement.	The City Manager may assign a take-home vehicle to any employee where circumstances of the position warrant such action.
IV	Five (5) additional days (40 hours) per calendar year (must use) or option of accepting cash payment of 75%.	Expense Allowance $120.00/month Vehicle Allowance Mileage Reimbursement Rate in accordance with IRS Guidelines.	The City pays a portion of the cost of basic & major medical insurance for both employee & eligible family members in conjunction with collective bargaining agreement.	The City Manager may assign a take-home vehicle to any employee where circumstances of the position warrant such action.
III	Six (6) additional days (48 hours) per calendar year (must use) or option of accepting cash payment of 75%.	Vehicle Allowance $250/month.	The City pays a portion of the cost of basic & major medical insurance for both employee & eligible family members in conjunction with collective bargaining agreement.	The City Manager may assign a take-home vehicle to any employee or the department director may permit an employee to utilize a City vehicle while on duty where circumstances of the position warrant such action. This assignment would be in lieu of car allowance.
II	Eight (8) additional days (64 hours) per calendar year (must use) or option of accepting cash payment of 75%	Vehicle Allowance $340/month.	The City pays a portion of the cost of basic & major medical insurance for both employee & eligible family members in conjunction with collective bargaining agreement	The City Manager may assign a take-home vehicle to any employee or the department director may permit an employee to utilize a City vehicle while on duty where circumstances of the position warrant such action. This assignment would be in lieu of car allowance

APPENDIX C - PAY ORDINANCE

(Employees can access the Pay Ordinance through LauderShare, the online information source for City employees)

APPENDIX D - PAY SCHEDULE

FEDERATION OF PUBLIC EMPLOYEES
PROFESSIONAL UNIT
EFFECTIVE OCTOBER 12, 2025 (3.0%)

Pay Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum
FP01	$14.4633	$22.4036	$30,083.66	$46,599.48
FP02	$16.0560	$24.8746	$33,396.48	$51,739.16
FP03	$17.8127	$27.6033	$37,050.41	$57,414.86
FP04	$19.7684	$30.6482	$41,118.27	$63,748.25
FP05	$21.9468	$34.0094	$45,649.34	$70,739.55
FP06	$24.3592	$37.7570	$50,667.13	$78,534.56
FP07	$27.0295	$41.9145	$56,221.36	$87,182.16
FP08	$30.0041	$46.5286	$62,408.52	$96,779.48
FP09	$33.3184	$51.6464	$69,302.27	$107,424.51
FP10	$36.9724	$57.3146	$76,902.59	$119,214.36
FP11	$41.0477	$63.6270	$85,379.21	$132,344.16
FP12	$45.5565	$70.6185	$94,757.52	$146,886.48
FP13	$50.5807	$78.3833	$105,207.85	$163,037.26

FEDERATION OF PUBLIC EMPLOYEES
PROFESSIONAL UNIT
EFFECTIVE FIRST PAY PERIOD
OCTOBER 2026 (3.5%)

Pay Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum
FP01	$14.9695	$23.1877	$31,136.56	$48,230.41
FP02	$16.6179	$25.7452	$34,565.23	$53,550.01
FP03	$18.4361	$28.5694	$38,347.08	$59,424.35
FP04	$20.4602	$31.7208	$42,557.21	$65,979.26
FP05	$22.7149	$35.1997	$47,246.99	$73,215.37
FP06	$25.2117	$39.0784	$52,440.33	$81,283.07
FP07	$27.9755	$43.3815	$58,189.04	$90,233.52
FP08	$31.0542	$48.1571	$64,592.73	$100,166.76
FP09	$34.4845	$53.4540	$71,727.76	$111,184.32
FP10	$38.2664	$59.3206	$79,594.11	$123,386.84
FP11	$42.4843	$65.8539	$88,367.34	$136,976.11
FP12	$47.1509	$73.0901	$98,073.87	$152,027.40
FP13	$52.3510	$81.1267	$108,890.08	$168,743.53

FEDERATION OF PUBLIC EMPLOYEES
PROFESSIONAL UNIT
EFFECTIVE FIRST PAY PERIOD
OCTOBER 2027 (3.5%)

Pay Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum
FP01	$15.4934	$23.9992	$32,226.27	$49,918.33
FP02	$17.1995	$26.6462	$35,774.96	$55,424.09
FP03	$19.0813	$29.5693	$39,689.10	$61,504.14
FP04	$21.1763	$32.8310	$44,046.70	$68,288.48
FP05	$23.5099	$36.4316	$48,900.59	$75,777.72
FP06	$26.0941	$40.4461	$54,275.72	$84,127.88
FP07	$28.9546	$44.8998	$60,225.56	$93,391.58
FP08	$32.1410	$49.8425	$66,853.28	$103,672.40
FP09	$35.6914	$55.3248	$74,238.11	$115,075.58
FP10	$39.6057	$61.3968	$82,379.85	$127,705.34
FP11	$43.9712	$68.1587	$91,460.09	$141,770.09
FP12	$48.8011	$75.6482	$101,506.28	$157,348.25
FP13	$54.1832	$83.9661	$112,701.05	$174,649.48

APPENDIX D - PAY SCHEDULE

FEDERATION OF PUBLIC EMPLOYEES
SUPERVISORY UNIT
EFFECTIVE OCTOBER 12, 2025 (3.0%)

Pay Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum
FS01	$14.4633	$22.4036	$30,083.66	$46,599.48
FS02	$16.0560	$24.8746	$33,396.48	$51,739.16
FS03	$17.8127	$27.6033	$37,050.41	$57,414.86
FS04	$19.7684	$30.6482	$41,118.27	$63,748.25
FS05	$21.9468	$34.0094	$45,649.34	$70,739.55
FS06	$24.3592	$37.7570	$50,667.13	$78,534.56
FS07	$27.0295	$41.9145	$56,221.36	$87,182.16
FS08	$30.0041	$46.5286	$62,408.52	$96,779.48
FS09	$33.3184	$51.6464	$69,302.27	$107,424.51
FS10	$36.9724	$57.3146	$76,902.59	$119,214.36
FS11	$41.0477	$63.6270	$85,379.21	$132,344.16
FS12	$45.5565	$70.6185	$94,757.52	$146,886.48
FS13	$50.5807	$78.3833	$105,207.85	$163,037.26

FEDERATION OF PUBLIC EMPLOYEES
SUPERVISORY UNIT
EFFECTIVE FIRST PAY PERIOD
OCTOBER 2026 (3.5%)

Pay Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum
FS01	$14.9695	$23.1877	$31,136.56	$48,230.41
FS02	$16.6179	$25.7452	$34,565.23	$53,550.01
FS03	$18.4361	$28.5694	$38,347.08	$59,424.35
FS04	$20.4602	$31.7208	$42,557.21	$65,979.26
FS05	$22.7149	$35.1997	$47,246.99	$73,215.37
FS06	$25.2117	$39.0784	$52,440.33	$81,283.07
FS07	$27.9755	$43.3815	$58,189.04	$90,233.52
FS08	$31.0542	$48.1571	$64,592.73	$100,166.76
FS09	$34.4845	$53.4540	$71,727.76	$111,184.32
FS10	$38.2664	$59.3206	$79,594.11	$123,386.84
FS11	$42.4843	$65.8539	$88,367.34	$136,976.11
FS12	$47.1509	$73.0901	$98,073.87	$152,027.40
FS13	$52.3510	$81.1267	$108,890.08	$168,743.53

FEDERATION OF PUBLIC EMPLOYEES
SUPERVISORY UNIT
EFFECTIVE FIRST PAY PERIOD
OCTOBER 2027 (3.5%)

Pay Grade	Hourly Minimum	Hourly Maximum	Annual Minimum	Annual Maximum
FS01	$15.4934	$23.9992	$32,226.27	$49,918.33
FS02	$17.1995	$26.6462	$35,774.96	$55,424.09
FS03	$19.0813	$29.5693	$39,689.10	$61,504.14
FS04	$21.1763	$32.8310	$44,046.70	$68,288.48
FS05	$23.5099	$36.4316	$48,900.59	$75,777.72
FS06	$26.0941	$40.4461	$54,275.72	$84,127.88
FS07	$28.9546	$44.8998	$60,225.56	$93,391.58
FS08	$32.1410	$49.8425	$66,853.28	$103,672.40
FS09	$35.6914	$55.3248	$74,238.11	$115,075.58
FS10	$39.6057	$61.3968	$82,379.85	$127,705.34
FS11	$43.9712	$68.1587	$91,460.09	$141,770.09
FS12	$48.8011	$75.6482	$101,506.28	$157,348.25
FS13	$54.1832	$83.9661	$112,701.05	$174,649.48

In witness whereof, the parties hereto have set their hands this 23 day of October, 2025.

FOR: THE CITY OF FORT LAUDERDALE

Dean J. Trantalis, Mayor

FOR: FEDERATION OF PUBLIC OF PUBLIC EMPOYEES
A DIVISION OF THE NFPPE, AFL-CIO, DISTRICT 1-MEBA

9/23/2025

Dan Reynolds, President

ATTEST

David Soloman, City Clerk

Rickelle Williams, City Manager

Approved as to form:

Paul Bangel
Senior Assistant City Attorney