



CONTRACT

BETWEEN

THE CITY OF TAMARAC

AND

THE FEDERATION OF PUBLIC EMPLOYEES

A DIVISION OF THE NATIONAL FEDERATION OF PUBLIC

AND PRIVATE EMPLOYEES

AFFILIATED WITH DISTRICT 1 - MEBA (AFL-CIO)

OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2020

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ARTICLE 1

PREAMBLE

This Agreement is entered into this 12th day of July, 2017 by and between the City of Tamarac, Florida, a municipal corporation of the State of Florida hereinafter referred to as the "City" and the Federation of Public Employees, A Division of the National Federation of Public and Private Employees, Affiliated with District 1 - MEBA (AFL-CIO), hereinafter referred to as the "Federation". It is the purpose of this Agreement to promote harmonious relations between the City and its employees and to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment of employees covered by this Agreement. It is recognized it is the responsibility of the City government to provide services affecting the health and welfare of the citizens of the City of Tamarac and this Agreement between the City and the Federation will serve that end.

ARTICLE 2
RECOGNITION

2.1 The City agrees to hereby recognize the Federation of Public Employees, A Division of the National Federation of Public and Private Employees, Affiliated with District 1 - MEBA (AFL-CIO), as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and conditions of employment for those employees of the City working within Case #RC-78-036 (White Collar) and Case #8H-RC-773 0026 (Blue Collar) as certified by the Public Employees' Relations Commission of the State of Florida, and as modified by the parties, as follows:

Accounting Clerk
Aquatic Spray Technician
Back-flow Technician
Building Maintenance Technician
Bus Driver
Buyer
Carpenter
Chief Electrical Inspector
Chief Mechanical Inspector
Chief Structural Inspector
Chief Plumbing Inspector
Code Enforcement Officer
Customer Service Representative
Customer Service Representative/Cashier
Customer Service Supervisor
Distribution Supervisor
Electrician
Electrical Inspector
Engineering Construction Inspector
Engineering Construction Inspector/Plans Examiner
Engineering Technician

Engineering Review Technician/Inspector
Equipment Operator I
Equipment Operator II
Facility Management Supervisor
Field Technician
Fleet Mechanic II
Fleet Mechanic III
Groundskeeper I
Groundskeeper II
Groundskeeper Crewleader
Housing and Neighborhood Programs Coordinator
Instrumentation & Control Technician
Irrigation Technician
Landscape Supervisor
Lead Bus Driver/Scheduler
Maintenance Supervisor
Mechanical Inspector
Mechanic I, II, or III
Office Coordinator
Office Specialist
Permit Clerk
Permit Support Representative
Plumbing Inspector
Procurement and Budget Technician
Procurement Coordinator
Records Clerk
Records Coordinator
Recreation Assistant
Recreation Programmer I
Recreation Programmer II
Scada System Specialist
Senior Bus Driver
Senior Chemist

Senior Customer Service Representative
Senior Customer Service Rep./Cashier
Senior Code Officer
Senior Engineering Technician
Senior Fleet Mechanic
Senior Occupational License Specialist
Senior Permit Clerk
Senior Tradesperson
Senior Tradesperson/Electrician
Service Worker Apprentice
Service Worker I
Service Worker II
Service Worker Crewleader
Stormwater Supervisor
Structural Inspector
Structural Inspector/Plans Examiner
Systems Coordinator
Technical Support Representative I
Technical Support Representative II
Technical Support Representative III
Transmission Supervisor
Transportation Dispatch Clerk
Utility Material Resource Coordinator
Utility Service Worker I
Utility Service Worker II
Utility Service Worker III
Wastewater Service Worker I
Wastewater Service Worker II
Wastewater Service Worker III
Wastewater Supervisor
Water Accountability Supervisor
Water Plant Lead Operator
Water Plant Operator "A"

Water Plant Operator "B"
Water Plant Operator "C"
Water Plant Operator Trainee
Water System Operator I
Water System Operator II
Water System Operator III

ARTICLE 3

EQUAL OPPORTUNITY

3.1 The City and the Federation shall not discriminate against any member of the bargaining unit on the basis of race, religion, color, sex, age, national origin, marital status, political affiliation, familial status, sexual orientation or disability as outlined in the City's Equal Employment Opportunity and Prohibited Discrimination policy, or Federation membership or activity, or lack of Federation membership or activity with exception to Article 10, 10.6. The City and the Union shall comply with all provisions of the "Americans With Disabilities Act".

ARTICLE 4

DEFINITIONS

The following words shall have the meaning herein given them:

AGREEMENT:

That document which delineates the items and terms which were mutually agreed to as the result of collective bargaining.

CLASSIFICATION:

A position or group of positions having similar duties and responsibilities, requiring similar qualifications, which can be properly designated by one title indicative of the nature of the work and which carry the same salary range.

FEDERATION OF PUBLIC EMPLOYEES:

A Division of the National Federation of Public and Private Employees, Affiliated with District 1 - MEBA (AFL-CIO) which has been granted the right to represent exclusively the members of the bargaining unit. Association is synonymous with "FPE" when referred to herein.

FULL TIME EMPLOYEE:

An employee holding a regular budgeted position scheduled to work a minimum of forty (40) hours per week.

GRIEVANCE:

Any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this Agreement.

PART-TIME EMPLOYEE:

An employee holding a regular budgeted position scheduled to work a minimum of twenty (20) hours per week.

PAID STATUS:

An employee who is physically at work or is on an authorized leave of absence with pay.

PERC:

Public Employees Relations Commission, a regulatory state agency created under CH. 447 (F.S.).

PERA:

Public Employees Relations Act, CH. 447 (F.S.), as subsequently amended governing collective bargaining with public employees.

REGULAR POSITION:

Any position vacant or filled which is designated as such by the City budget.

REGULAR STATUS:

An employee classified in a position designated by the City budget who has satisfactorily completed the probationary period.

PROBATIONARY EMPLOYEE (NEW HIRE):

An employee who is serving a probationary period prior to being appointed to a regular position.

PROBATIONARY EMPLOYEE (PROMOTION):

An employee who is serving a probationary period prior to attaining regular status in a higher classification.

PROBATIONARY PERIOD (NEW HIRE):

A specified period of time wherein the employee's performance is evaluated in order to attain regular status.

PROBATIONARY PERIOD (PROMOTION):

A specified period of time whereby the employee's performance is carefully evaluated in order to attain regular status in a higher classification.

PROMOTION:

The assignment of an employee to a position in a higher classification, having a higher maximum salary, than the position from which assignment is made.

SENIORITY:

Continuous length of service with the City of Tamarac in a regular full-time position.

TEMPORARY OR TEMPORARY PART-TIME EMPLOYEES:

Employees who have a predetermined termination date. Temporary employees shall not be covered by any of the provisions of this Agreement.

UNIT:

That group of employees determined by the City of Tamarac and approved by the Florida Public Employees Relations Commission to be appropriate for the purpose of Collective Bargaining.

WORK WEEK:

The standard work week shall consist of 40 hours.

ARTICLE 5

MANAGEMENT'S RIGHTS

5.1 The Federation recognizes the right of the City to operate, manage and direct affairs of all departments within the City, except as otherwise expressly provided elsewhere in this Agreement, including the sole and exclusive right:

5.2 To manage, direct and totally supervise without interference from the employees of the City.

5.3 To hire, re-hire, promote, lay-off, transfer, schedule, train, assign and retain employees in positions with the City and to establish procedures therefore.

5.4 To suspend, demote, discharge, or take other disciplinary action against employees for just cause in accordance with the City's rules, regulations and procedures.

5.5 To maintain the efficiency of the operations of all departments in the City.

5.6 To determine the structure and organization of City government including the right to supervise, subcontract, expand, consolidate or merge any department and to alter, combine, eliminate or reduce any division thereof. In the event the City chooses to subcontract, the City will make every effort to place the affected employees within the City's employ. If this action necessitates lay-off of any employee, the City will give at least sixty (60) days notice to the employee.

5.7 To determine the number of all employees who shall be employed by the City, the job title and description, activities, assignments and the number of hours and shifts to be worked per week including starting and quitting time of all employees

subject to two (2) weeks' notice if hours are to be changed except in cases of emergency.

5.8 To determine the number, types and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or eliminate any position.

5.9 To continue to control any other function that has been carried on by the employer prior to the date of this contract and not mentioned in this Agreement.

5.10 To establish, change or modify duties, tasks, responsibilities or requirements within job descriptions. Any changes in a job description will not be effective until two (2) weeks after notice is given to the employee and the Federation.

5.11 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the City, may be required to perform incidental duties within their department not within their job description, but within the realm of related duties.

5.12 The City shall formulate all City policies and procedures including rules and regulations which will serve as a guide for the conduct, responsibilities and duties of all employees covered by this Agreement. The use, location, operation and personnel policies of the City concerning this Agreement shall be subject to the sole and exclusive direction and control of the City. However, if any changes are made regarding any policies and procedures, the City will give the Federation two (2) weeks notice before any changes are effective.

5.13 Any right, privilege or function of the City not specifically released or modified by the City in this Agreement shall remain exclusively with the City. Should the City fail to exercise its rights in any of the above functions from time to time, this shall not be construed or deemed a waiver of the City's prerogative to exercise any or all rights or functions listed herein provided that rules and regulations that have not been enforced shall be posted or otherwise brought to the attention of the employee and reasonable notice provided to the employee that the terms will be enforced.

ARTICLE 6

FEDERATION REPRESENTATION

6.1 Neither party, in negotiation, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The bargaining committee of the Federation shall consist of not more than six (6) employee representatives, only one of whom shall be an employee regularly assigned to the night shift, and who may attend all bargaining sessions during working hours at no loss of pay. The Federation will furnish the City Manager or designee with a written list of the Federation's bargaining committee prior to the first bargaining meeting and substitution changes thereto if necessary.

6.2 The membership of the Federation shall be represented by its authorized Business Representatives. It shall be the responsibility of the Federation to notify the City Manager or designee in writing of any change in the designation of its authorized Business Representatives subsequent to the execution of this Agreement.

6.3 The Federation shall also notify the City Manager in writing of the names of all of the union stewards at the beginning of a new contract and anytime there is a change. There shall be no more than six (6) union stewards designated at one time.

ARTICLE 7

DUES DEDUCTION AND CHECK-OFF

7.1 Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union deductions. Deductions shall be deducted at each payroll and the funds shall be remitted to the Treasurer of the Federation within ten (10) days along with a list of employees for whom deductions are remitted. The Federation will not be required to reimburse the City for administrative costs of payroll deductions withheld by the City.

7.2 The Federation will initially notify the City of the amount of deductions. Such notification will be certified to the City in writing over the signature of an authorized officer of the Federation. Changes in Federation deductions will be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such change.

7.3 The City shall have no responsibility or liability for any monies once sent to the Federation, nor shall the City have any liability or responsibility for the improper deduction of dues. The Federation will indemnify, defend and hold the City harmless for any claims made and against any suits instituted against the City for any and all non-intentional errors in the administration of the dues deduction system.

7.4 Any arbitration award providing retroactive pay to a Federation member will have Union dues deducted by the City.

ARTICLE 8

PROBATIONARY PERIOD

8.1 At any time during the initial employment Probationary Period, the department director may recommend and the City Manager or designee may, for any reason, terminate the employee. Any termination prior to expiration of the probationary period shall be final with no right of appeal of any type under any of the terms of this Agreement.

8.2 A new employee shall be reviewed after the second, fourth and sixth month of employment. These reviews shall in no way affect the employee's salary, but rather shall be a means of notifying the employee, supervisor, Department Director and City Manager or designee of the employee's performance. Two (2) and/or four (4) and/or six (6) month reviews reflecting less than satisfactory performance may be cause for immediate termination of employment. Upon a satisfactory six (6) month employee evaluation, the supervisor may recommend to the Department Director, who may recommend to the City Manager or designee the placement of the employee in regular status.

8.3 The probationary period is normally six (6) months from the first date of employment.

8.4 The probationary period may be extended twice for a period of three (3) additional months each at the sole and exclusive discretion of the department director with the approval of the City Manager or his or her designee; provided that a written reason for the extension will be given.

ARTICLE 9

SUBSTANCE ABUSE PROGRAM

9.1 The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on City government, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the Drug and Alcohol Free workplace policy shall be adhered to by all members of the bargaining unit.

9.2 It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the City's legitimate inquiry into the use of any controlled substance, narcotic, drug or alcohol by its employees.

9.3 All tests shall be conducted in medical laboratories using recognized technologies. In the event an employee's test is positive, a second test shall be conducted to verify the results. If the employee so requests, he/she shall be given a copy of the test results after the employer has received same.

9.4 The results of such test may result in appropriate disciplinary actions, up to and including dismissal, in accordance with the applicable provisions of the City Code, the City Personnel Rules, the City's Drug and Alcohol Free Workplace Policy, and/or the Departmental Rules and Regulations.

9.5 The parties agree that any employee's refusal to submit to toxicology or alcohol testing in accordance with the applicable provisions of the City Code, the City's Drug and Alcohol Free Workplace Policy, or the City's Personnel

Rules, or the Departmental Rules and Regulations shall be subject to disciplinary action up to and including the termination of their employment.

9.6 The City agrees to create an Employee Assistance Program (EAP) and to fund it during the term of this Agreement.

9.7 The Union agrees to comply with the drug and alcohol testing provisions of the Workers' Compensation Law of Florida, as amended. The Union recognizes that the Law provides for drug testing as a part of an examination relating to an on the job injury.

9.8 The City agrees to provide yearly briefings on the Drug and Alcohol Free Work Place Policy to all employees. These briefings will cover all aspects of the Policy and employees will be given the opportunity to ask any questions they may have concerning the Policy. All employees covered by this agreement shall be given copies of the Drug and Alcohol Free Workplace Policy.

ARTICLE 10

GRIEVANCE AND ARBITRATION PROCEDURES

10.1 A grievance shall be defined as any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this Agreement. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this Agreement.

10.2 Thus, should grievances arise other than from cases of discharge and/or suspension, the grievant shall use the following procedures. This grievance procedure is the sole and exclusive avenue of redress available to any bargaining unit member. No person covered by this agreement shall use the grievance procedure in the City Personnel Manual for any purpose whatsoever.

STEP 1

In the event an employee believes there is a basis for a grievance, the employee shall first discuss promptly the alleged grievance with the immediate supervisor, either privately, or if the employee prefers, accompanied by the on-site Federation representative within five (5) working days of the date of the occurrence of the event giving rise to the grievance. The supervisor shall then respond within five (5) working days.

STEP 2

In the event the grievant and/or the Federation is not satisfied with the decision of the supervisor, the grievant and/or the on-site Federation representative shall present the grievance in writing to the employee's department director within

seven (7) working days of the date of the aforesaid decision. Upon presentation of this written grievance to the department director, and within seven (7) working days thereafter, the department director, the employee and the on-site Federation representative shall attempt to resolve the dispute. Within seven (7) working days thereafter, the department director shall render a decision in writing to both the employee and to the on-site Federation representative.

STEP 3

In the event the grievant and/or the Federation is not satisfied with the written answer to Step 2 above, the grievance shall be presented within seven (7) working days after the written answer above to the City Manager or designee, who will, within seven (7) working days of the receipt of same, meet with a representative of the Federation in an attempt to resolve the grievance. At this meeting, the employee and/or the on-site Federation representative may also be present. Within seven (7) working days after this meeting, the City Manager or designee shall render a decision in writing.

10.3 In the event an employee is discharged or suspended by the City, the employee shall, within seven (7) working days, grieve his discharge and/or suspension to the City Manager or designee who shall, within seven (7) working days of the receipt of the same, meet with a representative of the Federation in an attempt to resolve the grievance. At this meeting, the employee and/or the on-site Federation representative shall also be present. Within seven (7) working days after this meeting, the City Manager or designee shall render his decision in writing.

10.4 The time limitations provided in this Article shall be strictly observed. An employee covered by this Agreement may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements

to lapse. Any grievance not advanced by the employee or employees to the next higher step within the time limits provided shall be deemed permanently withdrawn and as having been settled on the basis on the most recent response. A grievance not answered by the City within the time limits provided shall be automatically advanced to the next higher level. These time limitations may be extended only by written agreement of the parties.

10.5 Application to this procedure shall prevent the grievant from appealing to any other available procedure or visa-versa.

10.6 Nothing in this Article shall require the Federation to process grievances for employees who are not members of the Federation, in conformity with Florida law.

10.7 In the event any dispute and/or difference, including discharge and suspension, has been properly processed through the grievance procedure without resolution, the Federation may demand arbitration and this demand, in writing, shall be presented to the City Manager or designee within ten (10) working days from the receipt of the decision of the previous step.

10.8 The arbitrator shall be appointed by mutual consideration of the parties. In the event the parties are unable to agree upon a neutral arbitrator within ten (10) working days after the arbitration is invoked, either party may petition the Federal Mediation and Conciliation Service and request a list of seven (7) qualified arbitrators and from said list the parties shall alternately strike and select a single arbitrator to preside as a neutral at the hearing involving the grievance.

10.9 The decision of said arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to alter, amend, add to, or eliminate any provisions of this Agreement. Expenses of the arbitrator shall be borne equally by both parties. Each party shall pay its own expenses.

ARTICLE 11

WAGES

11.1 Effective October 1, 2017 all full-time employees and all part-time employees shall receive a 2.50% increase, and the minimum of the pay range shall be increased by 2.50% and the maximum of the pay range shall be increased by 2.50%. Employees above the new maximum of the pay range, or who would exceed the maximum by some amount with a 2.50% increase, will receive only a lump sum by such amount of the 2.50% as is above the pay range maximum.

11.2 Effective October 1, 2018, all full-time employees and all part-time employees shall receive a 3.00% increase. The minimum and the maximum of the pay ranges shall be increased by an amount to be determined by the City of at least 1.00% but not in excess of 3.00%. Employees above the new maximum of the pay range, or who would exceed the maximum by some amount with a 3.00% increase, will receive only a lump sum by such amount of the 3.00% as is above the pay range maximum.

11.3 Effective October 1, 2019, all full-time employees and all part-time employees shall receive a 3.00% increase. The minimum and the maximum of the pay ranges shall be increased by an amount to be determined by the City of at least 1.00% but not in excess of 3.00%. Employees above the new maximum of the pay range, or who would exceed the maximum by some amount with a 3.00% increase, will receive only a lump sum by such amount of the 3.00% as is above the pay range maximum.

11.4 All full time regular employees who have been continuously employed with the City for the time periods set out below as of December 31 each year shall receive the longevity payment as a percentage of the employee's gross salary (annual

scheduled hours times the employee's hourly rate) or the specified dollar amount as set out below:

For December 2014

60 months (five years)	2% of gross salary or \$850
84 months (seven years)	2.5% of gross salary or \$1,100
120 months (ten years)	3% of gross salary or \$1,350
180 months (fifteen years)	3.5% of gross salary or \$2,200

For future years:

60 months (five years)	\$850
84 months (seven years)	\$1,100
120 months (ten years)	\$1,350
180 months (fifteen years)	\$2,200

In December 2014, full time employees of the City shall receive the greater of (1) the percentage longevity amount increase; or (2) the specified dollar amount, for the longevity category that they were in as of December 31, 2014. In subsequent years, when remaining in the same longevity category, full time employees shall continue to receive their longevity payment amount first paid in December 2014. Upon moving to a higher longevity category, full time employees shall receive the specified dollar amount for that longevity category, unless the longevity payment for their prior longevity category was greater, in which case the employee shall continue to receive that greater longevity payment amount until such time as they are in a longevity category with a higher specified dollar longevity amount, whereupon they shall receive the higher specified dollar longevity amount.

Part-time employees shall receive a longevity payment amount of 50% of full time employees based upon their longevity category.

Actual payment by separate check or direct deposit as applicable will be made to employees of record on the first regularly scheduled pay day in December.

11.5 Regular employees of record on October 2, 2017 in positions identified for market adjustment shall receive designated pay adjustments effective October 2, 2017.

ARTICLE 12

PAID TIME OFF

Paid time off consists of three types of leave: Vacation Leave, Sick Leave and Personal Leave. Vacation and Personal Leave are for the employee to use subject to scheduling and approval by management. Sick Leave is only for use when an employee is incapacitated for work due to medical reasons, or has a required medical or dental appointment, or has an immediate family member with an illness requiring the care of the employee.

12.1 All regular employees shall accrue Vacation Leave during employment with the City of Tamarac. Regular employees shall be entitled to utilize Vacation Leave after satisfactorily completing the initial probationary period and achieving regular status in their position. Vacation Leave may be used at the employee's discretion with the prior approval of the department director or designee. Vacation leave requests require as much notice as the time being requested, and employees are encouraged to give as much notice as possible. Vacation leave requests made within 48 hours will not be granted, except for an emergency or extenuating circumstances, in which case such vacation leave request will not be unreasonably denied.

12.2 Vacation Leave will be earned and computed at the following rates for those employees hired on or before July 1, 1994:

SERVICE	VACATION LEAVE
0-60 mos. (Up to five years)	96 hrs./yr.
61-120 mos. (5 through 10 years)	120 hrs/yr.
121-180 mos. (10 through 15 years)	144 hrs /yr.
After completion of 15 years	168 hrs/yr.

12.3 Vacation Leave will be earned and computed at the following rates for those employees hired after July 1, 1994:

SERVICE	VACATION LEAVE
0-60 mos. (Up to five years)	80 hrs./yr.
61-120 mos. (5 through 10 years)	96 hrs./yr.
121-180 mos. (10 through 15 years)	120 hrs./yr.
After completion of 15 years	160 hrs./yr.

12.4 The Medical Emergency Leave Account was established in the 1996-1999 contract for the one-time transfer of the time in the Reserved Sick Leave Account. Only a small number of long-term employees have a balance left over in this account and are affected by this sub-section. The Medical Emergency Leave Account can be used for medical emergencies and has no cash value. Medical emergency is defined as a serious health condition requiring medical treatment which makes the employee unable to perform the essential duties of his/her job, or a serious health condition affecting an immediate family member (child, spouse, parent) requiring the care of the employee.

12.5 Vacation Leave may be used as Sick Leave only if the employee's Sick Leave has been exhausted, the Department Director has specifically authorized the use in advance, and the employee has been off work for at least three (3) consecutive days provided that the requirement to be off work for 3 consecutive days may be waived by the Department Director upon proof of medical necessity.

12.6 Vacation leave will be accrued with no maximum accrual restriction.

12.7 All regular full time employees shall earn 8 hours of sick leave per month. Sick Leave will be accrued with no maximum accrual restriction.

12.8 All regular full time employees shall be credited with three (3) personal leave days (24 hours), at the start of each fiscal year on October 1st. Every year on October 1st, the employee shall forfeit any personal leave not used from the prior fiscal year. Personal leave has no cash value. Personal leave may also be used at the employee's discretion without the prior approval of the department director or designee when the need could not be anticipated in advance in accordance with 12.9a and 12.9b. Full time employees who work the Compressed Work Schedule (nine days within a 2 week pay period) may convert up to three (3) hours of vacation leave to personal leave each fiscal year. Full time employees who work four (4) days per week (either four 10 hour days or four days of varying length) may convert up to six (6) hours of vacation leave to personal leave each fiscal year. The City's Payroll Office **must** receive written notification by October 31 signed by the employee which states that he/she chooses to exercise this option that fiscal year. The employee forfeits the right to convert vacation leave to personal leave for that fiscal year if he/she fails to notify the Payroll Office within the required time frame. Any vacation leave converted to personal leave shall be subject to the provisions regarding personal leave as specified in this Article.

On the initial fiscal year of employment, personal leave days will be awarded as follows regardless of probationary status.

Date of Hire	Personal Leave Awarded
October 1	24 hours
October 2 – February 1	16 hours
February 2 – June 1	8 hours

12.9 If an employee takes paid time off without the prior approval of the department director or designee, then the following guidelines shall apply:

a. The employee shall contact his/her supervisor within one (1) hour after starting time and advise the supervisor of the cause of the unapproved leave.

b. The obligation to contact the supervisor within one (1) hour may be waived in emergency situations; however, actual notice must be given as soon as practicable.

c. All leave taken without prior approval of the department director or designee shall be for the employee's illness, illness in the employee's immediate family or for personal medical emergencies.

d. An employee who is absent from work due to illness for three (3) days or more shall be required to submit a physician's statement. A physician's statement may be requested for lesser periods of absence if the department director suspects, based on the employee's leave record or other objective evidence, that sick leave is being abused. A physician's statement for a period of absence less than three days will not be arbitrarily or capriciously required.

e. If an employee becomes ill during the course of the work day, the supervisor will be informed before the employee leaves the job site.

f. If an employee has applied for a specific time period for Vacation Leave and such leave was disapproved, and the employee then alleges sickness as an excuse for not working those hours, the employee shall provide a written doctor's excuse for that time period.

12.10 Employees on leave without pay shall not accrue paid time off hours while on leave without pay.

12.11 Vacation and Personal Leave will be counted as hours worked in calculating overtime in any work week. The parties agree sick leave is a benefit provided to employees only for use as defined above in this Article. Sick leave shall not

count as hours worked in calculating overtime in any work week.

12.12 Regular part-time employees shall be eligible for fifty percent (50%) of all paid time off benefits.

12.13 Upon termination, the employee shall be paid for his/her combined accrued Vacation Leave and Sick Leave up to a maximum of 520 hours for employees of the City prior to April 1, 1988, and up to a maximum of 420 hours for employees hired after April 1, 1988 and shall be based upon the following formula:

Accumulated Mos. of Service	Percentage of Buy-Back
0 - 12 months	0%
13 - 36 months	25%
37 - 60 months	50%
61 months plus	100%

Upon entry into DROP, the employee may opt to be paid his/her combined accrued Vacation Leave and Sick Leave up to a maximum of 520 hours for employees of the City prior to April 1, 1988, and up to a maximum of 420 hours for employees hired after April 1, 1988 based upon the above formula (subject to the limits in the definition of Average Final Compensation in the General Pension Plan.) The employee may opt to be paid up to 100% of the maximum amount described above from Vacation leave, or up to 50% of the maximum amount described above from Sick leave with the balance from Vacation leave, up to the maximum amount in this article. Upon separation from employment, an employee who previously entered DROP will be paid any accrued leave balance which when added to any hours paid upon entry into the DROP, is equal to the maximum hours allowed to be paid under this article.

12.14 A regular employee on record and paid status on the last day of the fiscal year (September 30) who has **either:** (1) used twenty hours or less of accrued sick

leave in that fiscal year **and** has an accrued sick leave balance of 280 hours at the end of that fiscal year **OR** (2) has an accrued sick leave balance of 380 hours at the end of that fiscal year without regard to the number of sick leave hours used during that fiscal year shall be eligible to participate in the City's sick leave conversion program. An employee meeting these requirements may choose to have the City convert to cash up to fifty (50) hours of the unused accrued sick leave which accumulated that fiscal year at 60% of the employee's regular rate of pay in effect on the last day of that fiscal year. Regular part-time employees may convert up to twenty (20) hours of unused sick leave, if they meet one half of the requirements outlined in this sub-section. The City's Payroll Office **must** receive written notification by October 31 signed by the employee which states that he/she chooses to exercise this option for the fiscal year ending September 30. The employee forfeits the right to participate for that fiscal year if he/she fails to notify the Payroll Office within the required timeframe.

ARTICLE 13

MEDICAL COVERAGE PROGRAM

13.1 The City shall provide group health insurance for its regular full-time employees covered by this Agreement, subject to the following conditions:

It is agreed that the City may establish, change, supplement and implement the City health insurance program, including but not limited to changes in the Company, benefits and all cost related thereto. The only exception to the foregoing sentence is that if the City exercises its right to implement any such changes, it will provide reasonable notice and discuss with the Union the explanation of changes and reasons thereof. The City agrees that it will continue as in the past to include the Union in the selection process for any insurance coverage contemplated by this Article.

13.2 Retirees may continue to participate under the medical insurance program provided by the City, subject to City requirements including paying the full insurance premiums for medical insurance coverage.

ARTICLE 14

BENEFIT OPTIONS

14.1 Full-time, regular employees will be entitled to eighteen hundred and fifty (\$1,850.00) in calendar year 2018, 2019, and 2020.

14.2 Regular full-time and regular part-time employees who complete probation during the Contract year shall be entitled to a pro-rata benefit commencing with completion of probation and attainment of regular status.

14.3 Benefit option dollars not utilized during the calendar year will be paid to the employee in equal installments throughout the calendar year to a maximum of five (5%) percent of the benefit option dollars.

14.4 Benefit options may be allocated on an annual basis to the following list of benefits:

HEALTH INSURANCE
DENTAL INSURANCE
DEFERRED COMPENSATION
DEPENDENT CARE REIMBURSEMENT
GROUP DISABILITY/ACCIDENT AND SICKNESS INSURANCE
INTENSIVE CARE, CANCER, SUPPLEMENTAL LIFE INSURANCE
LONG TERM CARE INSURANCE
MEDICAL REIMBURSEMENT

The list of benefit options may change as deemed appropriate by the City. The City will provide reasonable notice and discuss with the Union the explanation of changes and reasons thereof.

14.5 If an employee terminates, is terminated, retires, or is on unpaid leave of absence (except for leave covered by the Family and Medical Leave Act), the balance of fiscal year benefit options are forfeited.

14.6 Regular part-time employees shall be eligible for nine hundred and twenty five (\$925.00) dollars in benefit options in calendar year 2018, 2019, and 2020 and shall be provided with all benefit options above except health insurance.

14.7 Any employee whose probation is extended shall accrue benefit option dollars after six (6) months which will be activated only upon successful completion of probation.

ARTICLE 15

MEDICAL LEAVE OF ABSENCE

FOR NON-JOB RELATED REASONS

15.1 Leaves of Absence, for non-job related reasons, may, in the sole and exclusive discretion of the City Manager or designee, be granted to employees without pay (after exhaustion of sick leave or other accrued leave) for recovery from illness or injury incurred outside the scope of their employment with the City. On a leave of absence of thirty (30) days or less, an employee shall accumulate seniority. On leaves of absence exceeding thirty (30) calendar days, seniority shall not accumulate.

15.2 Those employees returning from medical leave of absence will furnish a letter from their physician, attesting to their fitness to return to full employment. Such employee shall notify the City at least ten (10) working days in advance of his/her return. The City reserves the right to receive a second opinion as to fitness to return to full employment by requiring a City designated doctor to conduct an examination. Such examination will be at City expense.

15.3 Upon being pronounced physically fit and further provided they have the necessary seniority, they shall be returned to their former status.

15.4 If an employee cannot perform their normal duties and is still capable of performing a (light-duty) position, the City will agree to place the employee in that position provided there is light duty available within the department. Those persons serving in light-duty positions shall be periodically reviewed to determine whether they are capable of returning to full employment. Light-duty employment will be provided for a period of time to be determined by the City.

15.5 If there are no light-duty positions available an employee may desire to be laid off and would have the option to file for unemployment. However, the determination of unemployment eligibility is in the full discretion of the Florida Unemployment Compensation Department.

15.6 The City shall comply with all the provisions of the "Family and Medical Leave Act".

ARTICLE 16

BEREAVEMENT LEAVE

16.1 To express the City's concern for an employee during time of bereavement, three (3) working days of bereavement leave with pay shall be granted in the event of a death in the immediate family within the State of Florida. Five (5) working days will be granted in the event of a death outside the State of Florida and the employee travels outside the State of Florida in response to that death. Any requests for additional leave will be granted whenever possible to be taken from vacation or personal leave.

16.2 Immediate family shall be defined as employee's spouse, mother, father, brother, sister, children, grandchildren, step-children, step-parents, grandmother, grandfather, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law and; upon proof, any person in the general family who has been living in the employee's household and whose ties would be normally considered immediate family.

16.3 In authorizing bereavement leave, the supervisor shall obtain the following information from the member and have it entered for payroll purposes:

- relationship of the deceased to the employee
- dates of absence requested.

16.4 In order for an employee to be eligible for bereavement leave, he/she or a family member must contact his department director or designee during the first day of bereavement to notify the City he/she will not be at work.

16.5 The employee shall provide his/her supervisor with proof of death if requested.

ARTICLE 17

WORKER'S COMPENSATION INJURY

17.1 In the event a regular full-time employee suffers an injury arising out of and in the course of his/her employment, he/she shall be entitled to receive workers' compensation benefits subject to the following conditions, provided that none of the conditions conflict with Chapter 440, Florida Statutes:

(a) Except in emergency situations, employees are required to receive treatment within the City's managed care network.

(b) All workers' compensation medical benefits and leave will be provided in accordance with the applicable workers' compensation law of the State of Florida set forth in Chapter 440, Florida Statutes.

17.2 All injuries shall be reported promptly to the employee's supervisor or manager in order that the employee receives appropriate medical attention.

17.3 An employee who is on leave due to a worker's compensation injury, will continue to have the City's portion of the employee and dependent health insurance cost continue to be paid for the longer of twelve (12) weeks or the period of their receipt of sick leave or vacation leave, whichever is greater. The employee may have up to an additional twelve weeks of payment of the City's portion of these health insurance costs based on the opinion of an employer/carrier designated physician for purposes of treatment and/or independent medical evaluation.

ARTICLE 18

HOLIDAYS

18.1 The City will celebrate the following holidays:

- New Year's Day
- Martin Luther King, Jr. Birthday
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Thanksgiving Day Friday
- Christmas Eve
- Christmas Day

18.2 Full-time employees shall be entitled to a normal day's pay for each holiday celebrated by the City. Part-time employees shall be entitled to four (4) hours of pay for each holiday celebrated by the City.

18.3 Should a holiday fall on a Saturday or Sunday, the City will designate either the preceding Friday or following Monday for observance.

To be eligible for paid holiday, an employee must be in paid status the scheduled working day preceding and following the holiday. Paid status shall be defined as physically being at work or on an authorized leave with pay. If a holiday occurs during an employee's vacation, there shall be no charge from vacation leave for said holiday.

An employee who is absent from work the day before or after a holiday without prior approval due to an illness, must submit a physician's statement upon returning to work or receive approval from the department director or designee to be compensated for said holiday.

Any employee taking unscheduled personal leave the day before or after

a holiday without prior approval shall not be entitled to holiday pay, unless such leave is due to a documented emergency.

18.4 If an employee is required to work on a holiday, the employee shall receive one and one half (1 ½) hours of holiday pay for each hour worked. Therefore, if an employee works eight (8) hours, they shall receive twelve (12) hours of pay and an additional eight hours of pay for the holiday.

18.5 Holidays will be counted as hours worked for all salary and benefit purposes although the employee is not physically at work.

18.6 Any employee wishing to utilize authorized, pre-arranged leave for religious or ethnic holidays not observed by the City, shall be permitted that opportunity subject to operational requirements.

ARTICLE 19

WORK WEEK, OVER-TIME AND CALL-BACK

19.1 The City Manager or designee shall establish the standard work week and hours of work not to exceed forty (40) hours with two (2) consecutive days off.

19.2 The lunch period shall be established and scheduled by the department director or designee, shall be scheduled to be at least thirty (30) minutes, and shall be without pay.

19.3 Each full-time employee working eight (8) hours or more per day shall be entitled to two (2) paid fifteen (15) minute rest periods, one in the first half of his/her work period and one in the last half of his/her work period. Department Directors or their designees shall determine the rest period times for their departments.

Rest periods or breaks are provided to relieve fatigue. Therefore, combining two daily breaks into one thirty (30) minute break, using breaks to lengthen lunch time, to cover tardiness, or to leave work early, or accumulating breaks from day to day are not permitted. Department Directors may permit, subject to operational needs, combining daily breaks with lunch to only provide for a one-hour lunch period.

19.4 Employees shall report to work in sufficient time and be ready for work at the commencement of the work period. An employee who is not at work during the approved work hours shall be considered unexcused unless such absence is approved by the supervisor. Lateness is an unexcused absence from the start of the work shift. Lateness in excess of seven (7) minutes, shall cause an employee to be penalized in quarter hour (15) minute units for each infraction of such period absent. Repeated unexcused absences, including lateness are detrimental to operational effectiveness

and are grounds for disciplinary action.

19.5 All work performed in excess of forty (40) hours in any work week shall be paid at time and one-half or shall be compensated in compensatory time at the rate of one and one-half (1 ½) hours of compensatory time for each hour worked in excess of forty (40) hours. The employee shall have the option of taking compensatory time or payment for the overtime. All accrued compensatory time must be taken by the end of the fiscal year, or it will be cashed out by separate check. Compensatory time shall be scheduled in the same manner as vacation. The parties agree sick leave is a benefit provided to employees only for use as defined in Article 12. Sick leave shall not count as hours worked in calculating overtime in any work week.

19.6 If an employee covered by this Agreement is called out to work, scheduled or unscheduled, at a time outside and not contiguous to his/her normal working hours, he/she shall be paid at the rate of time and one-half (1½) for all hours worked; or a minimum of three (3) hours pay at regular straight hourly rate (whichever is greater). If an employee is called out to work on his/her scheduled day off, he or she shall be paid at the rate of time and one-half (1½) for all hours worked; provided that he/she will receive a minimum of four (4) hours of straight time pay. There shall be no payment for travel time.

19.7 If an employee is sent home through no fault of his/her own before completing his/her regular assigned shift, he or she shall be compensated for the shift as though he or she worked a full day.

19.8 The Public Services Department Emergency Standby Policy Number U/97/16 as amended is incorporated by reference herein.

ARTICLE 20

SENIORITY

20.1 Seniority shall be defined as continuous length of service with the City of Tamarac as follows:

Seniority shall consist of continuous accumulated paid service with the City. Seniority shall be computed from the date of appointment in a regular full-time position.

Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized leave.

20.2 An individual will be considered a new hire with a new starting date if he/she is terminated or resigns at any time during his/her employment and is subsequently re-employed. An individual will also be considered a new hire with a new starting date if he/she returns to work after being laid off for more than twelve (12) months.

ARTICLE 21
PROMOTIONS

21.1 A promotion is the assignment of an employee to a position in a higher classification within the bargaining unit, having a higher maximum salary, than the position from which assignment is made. Such employee being promoted shall receive the minimum of the new pay grade or a five (5%) percent increase, whichever is greater. However, in extraordinary circumstances, as established by all of the following:

- significant differences in the scope and responsibilities of the positions such as reflected in the classification and/or pay grade of positions **and**
- the qualifications, work experience and performance of the employee,

the employee may receive a promotional increase of up to ten percent (10%) above the minimum of the pay range, or up to ten percent (10%) above the current rate of pay, which at the sole and exclusive discretion of the City, may be recommended by the Department Director subject to approval by the City Manager.

21.2 An employee shall be placed on a six (6) month probationary period at the time of promotion. The supervisor shall prepare an Employee Performance Evaluation form after three (3) and six (6) months. If, at the end of the employee's probationary period the employee's performance is satisfactory, the supervisor shall make his/her recommendation to the Department Director, who may recommend to the City Manager or designee that the employee be placed in regular status.

21.3 The promotional probationary period does not affect the employee's entitlement to City benefits granted after satisfactorily completing the initial employment probationary period.

21.4 Before employees are hired from the outside to fill vacancies in all occupational classifications within the bargaining unit, the Human Resources Department shall post job vacancies within the City for a period of five (5) working days. If the applicants are equally qualified, bargaining unit employees will be given preference.

A department director has the right to promote a qualified employee from within his/her department for a vacant position. If an employee is promoted in this manner, the job vacancy will be the position vacated by the promoted employee.

21.5 All promotions shall be based on qualifications and experience related specifically to the vacant position. If two (2) equally qualified employees are considered for the promotion, the employee with the most seniority shall be promoted.

21.6 If at any time during the probationary period, a promoted employee does not prove to be satisfactory, he/she may be returned to his/her original classification at no loss of seniority and benefits. In the event his original classification is occupied, the employee filling that classification may be returned to his/her previous position.

In case the original classification of the returned employee is occupied by a new probationary employee, that new probationary employee may be offered any other vacant position for which he/she qualifies or may be terminated.

21.7 Any employee may apply and have their application reviewed for a posted position as long as he/she has completed the initial probationary period.

21.8 The promotional probationary period may be extended for a period of three (3) additional months at the sole and exclusive discretion of the department director with the approval of the City Manager or his or her designee; provided that a written reason for the extension will be given. Additional extensions may be granted by

mutual agreement of the City and the Union. The City shall have the sole and exclusive right to determine whether an employee successfully completes a promotional probationary period.

ARTICLE 22

TRANSFERS

22.1 A transfer is the switching of an employee to a job with the same pay grade in the same or another department.

22.2 An employee may submit a written request for consideration for a transfer to another department or to another division or section within the department, if a position is vacant. Any such transfer may be approved at the discretion of the affected department directors and the City Manager or designee.

22.3 There shall be no probationary period for a transferred employee that has satisfactorily completed a probationary period in their present job classification. However, if during the thirty (30) day period following such transfer, if either the employee desires to return to his/her former position or the supervisor determines the employee is not satisfactorily performing his/her job, the employee may be transferred back to his/her original position at no loss of seniority or benefits. If at the end of the 30 day period, the employee is not satisfactorily performing his/her job, a one time additional 30 day period may be extended at the sole and exclusive discretion of the department director with the approval of the City Manager or designee, provided that a written reason for the extension be given. Additional extensions may be granted by mutual agreement of the City and the Union. The City shall have the sole and exclusive right to determine whether an employee successfully completes a transfer probationary period.

22.4 In the event his/her original classification is occupied, the employee filling that classification may be returned to his/her previous position.

ARTICLE 23

WORK IN OTHER CLASSIFICATIONS

23.1 Each employee covered under this Agreement shall work only within his/her regular job classification. However, in the event of temporary vacancies or absences in a higher job classification, or a temporary, time-limited departmental need, the City may temporarily assign an employee to a higher job classification subject to the following provision:

An employee temporarily assigned to a higher paying job classification shall receive a five percent (5%) increase or an increase to the minimum of the pay range for the higher paying job, whatever is greater for the period served in excess of forty (40) hours in the higher classification.

23.2 If the temporary acting position is for a substitution of an employee absent on authorized leave, it shall be understood said assignment may be in effect only until such time the absent employee returns, or until a job declared vacant is filled.

23.3 If an employee is temporarily assigned to work in a lower paying job classification, he/she will not receive a decrease in pay.

ARTICLE 24

LAY-OFFS

24.1 In the event it is necessary to reduce the work force, employees shall be laid off in the inverse order of seniority by classification within a department. Employees shall be recalled from layoff in accordance with their seniority by classification within the department from which they were laid off. No new employees shall be hired in any classification until all employees on layoff status in that classification and department have had an opportunity to return to work, provided that such employees are still qualified for the position. In the event that the City determines that a laid-off employee is not qualified for recall, the City shall provide written documentation substantiating its determination.

24.2 Employees of the bargaining unit who are laid off shall retain their right to be recalled for twelve (12) months.

24.3 An employee being recalled shall be notified by certified mail (return receipt), together with a copy to the Federation, and shall have seven (7) working days from the date of receipt of notice to respond affirmatively. The City reserves the right to temporarily assign employees to the vacancy until the recalled employee reports to work.

24.4 If the City fails to receive an affirmative response, the employee shall be removed from the recall list and the City shall have no further obligation to the employee.

24.5 If the recall notice is returned and not receipted, the employee will be dropped from the recall list and the City shall have no further obligation to the employee.

24.6 In the event of layoffs or abolition of a position, the City shall endeavor to find another position in the City for the employee in accordance with ARTICLE 20 SENIORITY.

24.7 All employees shall receive at least one (1) month notice of layoffs; or, in lieu of notice, one (1) month compensated time at his/her regular rate of pay. The Federation shall be furnished copies of all layoffs at the same time as the laid-off employee receives notice.

ARTICLE 25

SAFETY

25.1 The City and the Federation recognize the importance of an adequate Safety Program. The City and its employees agree to share responsibility for implementation and monitoring of the Safety Program. The City and its employees share the responsibility for safety consciousness and awareness in the workplace, said consciousness and awareness being necessary to ensure the safety of management, workers, and the public.

(a) The City shall promulgate work methods and procedures in accordance with established safety standards. It is the responsibility of City employees to follow said work methods and procedures and promptly report any unsafe situations and/or practices.

(b) The City shall provide all appropriate safety equipment. Employees shall use all said appropriate safety equipment and promptly report unsafe equipment to his/her immediate supervisor or manager.

25.2 A Safety Committee composed of representatives from the Federation and other employees shall meet periodically for the purpose of establishing and insuring the practice of safety for all employees. This Committee shall include no less than four (4) members of the Federation divided among the various City departments.

25.3 EMERGENCY CONDITIONS - If an employee covered by this Agreement is required, due to emergency conditions to work in the service of the City in foul or severe weather, the City shall provide him with appropriate foul-weather gear. Under no

circumstances shall an employee be required to work outdoors during lightning. In flooded areas, no employee shall be required to work in water deeper than the protective boots provided by the City.

25.4 SAFETY SHOES - Designated employees in the Bargaining Unit shall wear ANSI approved safety shoes to work. Anyone reporting to work not wearing safety work shoes will be sent home without pay. The City shall choose the vendors, make available at least eight (8) shoe styles, and provide a voucher at no cost to employees for safety shoes. Employees may make their own selection from the approved list. Replacement safety shoes will be provided to the employee upon the approval of the Department Director or designee.

25.5 EQUIPMENT - The Safety Committee shall regularly review the safety equipment used by City employees, and provide recommendations to the appropriate department Director or designee.

ARTICLE 26

JURY DUTY AND APPEARANCE AS A WITNESS

26.1 The City shall provide leave for jury duty. An employee will be paid on City payroll while serving on a jury. Any compensation received by the employee for such duty will be endorsed over to the City except for mileage/travel reimbursement.

26.2 An employee who is excused from jury duty prior to 11:00 a.m. shall be required to report to work no later than 1:00 p.m.

26.3 If an employee is required to appear as a witness as a result of litigation involving the City and the use of a personal vehicle is required, then the employee shall be reimbursed in accordance with the "Private Vehicle Compensation" section, ARTICLE 30 of this contract.

26.4 A Request for a Leave of Absence form should be completed and approved, giving as much prior notice as feasible, for the time the employee serves on a jury and appears as a witness.

26.5 An employee who is bringing suit upon another party or who is being sued shall not be eligible for this leave.

26.6 An employee required to appear as a witness as a result of litigation not involving the City, shall not be eligible for this leave.

ARTICLE 27

BULLETIN BOARDS

27.1 The City will provide one (1) bulletin board in City Hall, one (1) bulletin board in the Public Services North Building, one (1) bulletin board in the Public Services South Building, one (1) in the Parks Maintenance Shed, one (1) in the Recreation Center, one (1) in the Community Center and one (1) in the Water Treatment Plant for the exclusive use of the Federation and solely for posting of official union materials.

27.2 The Federation agrees the material posted shall not reflect adversely on the City.

27.3 Notices or bulletins of the Federation to be posted shall normally be submitted in advance to the City Manager or designee.

27.4 The bulletin boards, authorized by the City for use by the Federation, may be used by the Federation, under the terms of this Article, only for the purpose of posting the following notices and announcements:

- (a) Notices of Federation meetings and minutes of meetings;
- (b) Notices of Federation elections;
- (c) Notices of Federation appointments to office;
- (d) Notices of Federation recreational, social affairs and benefits;
- (e) Newsletters;
- (f) Any other notices of a general nature regarding Federation business.

ARTICLE 28

PROHIBITION OF STRIKES

28.1 The Federation and its members agree not to engage in a strike, as defined in Florida State Statutes as presently in force or hereinafter amended and the Constitution of the State of Florida, work stoppages, boycotts, slowdowns or other actions, overt or covert, which objectively interfere with the orderly operation of any department and the City.

28.2 The parties agree any member who participates in or promotes a strike, work stoppage, slowdown, boycott, failure or refusal to perform work or any other job action, overt or covert, which objectively interferes with the orderly operation of any of the Departments in the City may be discharged or otherwise disciplined by the City.

ARTICLE 29

SAVINGS CLAUSE

29.1 Should any provisions of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 30

MISCELLANEOUS

30.1 UNIFORMS - Employee's may be required to wear uniforms as designated by the City.

a. The City shall supply uniforms, including cotton blend shirts, and pants at the employee's request (subject to availability), to all field employees within the Public Services, and Parks and Recreation departments. Cleaning of uniforms supplied by the uniform maintenance company to all field employees within the Public Services, and Parks and Recreation departments shall be continued.

b. Building Department Inspectors, Code Enforcement Officers, Recreation program staff and Social Services Drivers, shall receive five (5) shirts and three (3) trousers or shorts as needed and chosen by the City. Maintenance is the employee's responsibility.

c. HATS - Employees will be allowed to wear an appropriate sun shading hat approved by the department director under appropriate working conditions.

30.2 Shorts may be allowed to appropriate employees at appropriate times through the uniform provider, with Department Director approval.

30.3 PERSONAL PROPERTY - The City will not be responsible for the loss of any personal property unless the equipment is required by the department director in the performance of the employee's duties.

30.4 SHOWERS - Showers will be provided for all Public Services Department members.

30.5 LOCKERS - The City will provide locks and lockers to employees in departments where deemed necessary and these will be the property of the City and may be accessed for any legitimate City purpose. Appropriate signs will be posted.

30.6 PRIVATE VEHICLE COMPENSATION - The City, subject to its authorization, agrees to compensate employees who use their own vehicles while traveling on City business, no less than that which is provided in the applicable Florida State Statute.

ARTICLE 31

SMOKE-FREE WORKPLACE

31.1 The parties to this Agreement believe that it is in the best interest of the employees of the City of Tamarac to encourage and support efforts to curtail continued smoking and eliminate the effects of secondary smoke on those employees who do not smoke. To these ends, the parties agree as follows:

a. Smoking, including electronic cigarettes and similar devices will not be permitted in City owned or leased vehicles.

b. Smoking, including electronic cigarettes and similar devices will not be permitted in City owned or leased buildings, or on City owned property, except in areas and at times specifically designated for smoking.

c. The union will not interfere with the City's imposing a non-smoking policy with new hires.

d. The City will develop a program to provide assistance to employees who desire to stop smoking.

e. There will be no change in the City's present policies with respect to the above without collective bargaining.

ARTICLE 32

TERM OF AGREEMENT

32.1 This agreement shall be effective from October 1, 2017 and shall remain in full force and effect until September 30, 2020, unless modified or changed by mutual consent.

32.2 In 2020, the parties will begin negotiations no later than August 1st.

32.3 Any Federal, State or Local Legislation which has impact upon this Agreement shall be reviewed by both parties with advice of legal counsel so as to properly adjust to comply with the law when appropriate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands on the respective dates shown over the signatures.

Dated this 12th day of July, 2017.

FEDERATION OF PUBLIC EMPLOYEES

[Signature]
Alan Eichenbaum
[Signature]
Jim Silvernale
[Signature]
Patrick Wiggins
[Signature]
Michael Morrison
[Signature]
Hannes Lugger
[Signature]
Gregory Ledsworth
[Signature]
Charlene Nevadomski

BY: [Signature]
Mayor
BY: [Signature]
City Manager
BY: [Signature]
Robert D. Smith
Chief Negotiator
BY: [Signature]
Lorenzo Calhoun
Human Resources Director
ATTEST: [Signature]
for City Clerk
Approved as to legal sufficiency
[Signature]
for Samuel S. Goren
City Attorney