

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DANIA BEACH

AND

AFSCME FLORIDA COUNCIL 79, AFL-CIO  
LOCAL 3535

Effective from 10/1/22  
Through  
September 30, 2025



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## PREAMBLE

WHEREAS, the parties hereto have established a basic understanding relative to the terms and conditions of employment of the employees of the City; and

WHEREAS, it is the intent and desire of the parties to this Agreement to work harmoniously and to promote and maintain efficient and cordial relations between the City of Dania Beach, hereafter known as the "Employer" or "City" and AFSCME Florida Council 79, AFL-CIO, Local 3535 hereafter known as the "Union"; and

WHEREAS, the City is engaged in furnishing essential public services vital to the health, safety, protection, and comfort of the citizens of Dania Beach, Florida; and

WHEREAS, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of these services; and

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility and

NOW THEREFORE, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason hereof, the said parties hereby agree as follows.



## ARTICLE 1 DEFINITIONS

- 1.1 UNION shall hereinafter mean (American Federation of State, County, and Municipal employees) AFSCME Florida Council 79, AFL-CIO, Local 3535; PERC Certificate 590.
- 1.2 CITY/EMPLOYER shall hereinafter mean the City of Dania Beach.
- 1.3 TERM OF AGREEMENT shall mean the duration of the contract as defined by beginning and ending dates.
- 1.4 PERSONNEL POLICY MANUAL or PPM refers to consolidated employment policies and procedures which are issued and administered under the City Manager's Charter authority. See Article 41.

## ARTICLE 2 RECOGNITION

- 2.1 The City of Dania Beach hereby recognizes AFSCME Florida Council 79, AFL-CIO, Local 3535 as the exclusive Bargaining Agent for the employees employed in the job classifications set forth in Certification Number 590 as re-titled and as may be amended by PERC from time to time.
- 2.2 The City may temporarily assign tasks to a bargaining unit employee not specifically listed in an employee's job description provided employee safety is not compromised and the tasks do not require specialized training or certification.
- 2.3 A non-bargaining unit City employee may temporarily perform tasks normally assigned to a bargaining unit employee when, by way of example and not limitation:
- a) there is a work backload or delay;
  - b) to reduce or avoid overtime;
  - c) there is a temporary reduction of the workforce;
  - d) there is an emergency situation;
  - e) for the purpose of instruction and/or training;
  - f) when the City EOC is activated.



### ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 It is the right of City to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, evaluate employee performance, and exercise control and discretion over its organization and operations. It is also the right of the City to direct its employees, take disciplinary action for proper cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. However, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of any collective bargaining agreement in force.

Nothing in this Agreement is intended to limit the City's right to sub-contract bargaining unit work.

- 3.2 The City shall determine the number of work hours, shifts, pay rate and job assignments, locations of assignments, including the requirement to (and conditions of) telework.



## ARTICLE 4 UNION AND STEWARDS RIGHTS AND TIME POOL

- 4.1 The City recognize the Union's officers and three (3) City Employee stewards, designated by the Union, as agents of the Union. The Union shall furnish written notice to the City's Chief Human Resource Officer of the designated Union officers and stewards within three days of any change in designation is made. The City recognizes the right of the Union to designate one (1) chief steward from among the three (3) City Employee stewards. The authority of a Union steward to act on behalf of and bind the Union is implied from their designation as Steward.
- 4.2 Union officials as designated above shall only be able to meet with City Employees in non-work areas (i.e., break areas) during non-work time. Nothing in this section shall preclude or interfere with the City's right to control access to City facilities for safety and /or security purposes.
- 4.3 One (1) Union Stewards may be granted time off during working hours and paid from the Union time pool or by the Union or by using the employee's accrued vacation or earned personnel days to engage in the following representative activities:
1. To attend a hearing related to a grievance and or arbitration.
  2. To accompany an employee at a meeting when the employee has a reasonable belief the employee is subject to disciplinary action.
  3. When an Employee is attending a pre-determination hearing.
  4. When participating in collective bargaining.
- 4.4 The CITY may reschedule the event if it interferes with productivity or manpower needs. However, the exercise of such right on the CITY'S part shall not be arbitrary or capricious, nor shall it allow the CITY to proceed in a manner that deprives the Employee of his or her right of representation.
- 4.5 No Employee shall engage in Union business while on duty except as referenced herein. An Employee who violates the limitations on Union activity during working hours is subject to disciplinary action.



- 4.6 Union stewards may use Union Time Pool time or unpaid leave in order that they may attend conferences, seminars and similar events or other union activities related to their representative function provided the leave is requested in advance and does not adversely affect the on-going day to day operations in the any department.
- 4.7 Donations of time to and use of the time pool will be administered by the City. Donations will be hour to hour and not based on an employee's hourly rate.
- 4.8 The Local Union representative or his appointed designee shall be permitted access to the City's premises that are not open to public access only by coordinating with and obtaining written response (email correspondence will suffice) of the Chief Human Resource Officer or Assistant City Manager.

#### UNION TIME POOL-FUNDING AND USE

- 4.9 Union stewards may use Union Time Pool time or unpaid leave in order that they may attend conferences, seminars and similar events or other union activities related to their representative function provided the leave is requested in advance and does not adversely affect the on-going day to day operations in the any department.
- 4.10 Stewards shall prepare and provide to the City a Union Business time-out slip when use of pool time is being requested. The City process the request and maintain a record that shows the accumulated hours used against the Union time pool.
- 4.11 Employees may donate two (2) hours of vacation time to be set aside in a Union Time Pool and subsequently used to permit designated Union stewards to engage in the representative activities described in 4.3 above, outside Union conferences, and training.



- 4.12 Donated time shall be transferred from the participating Employee's accrued vacation (annual leave) bank once each year in October. during the repeat month of the initial transfer.
- 4.13 A donation to the time pool cannot be rescinded. Time Pool hours shall roll over from one year to the next.
- 4.14 Union time pool hours shall be classified as paid leave from work but shall not count as time worked for the purpose of calculating overtime.



## ARTICLE 5 BARGAINING UNIT ROSTER

- 5.1 Upon written request of the President of AFSCME Council 79 on no more than a quarterly basis, the City of Dania Beach will provide it with personnel data from the bargaining unit database at no cost to the Union. The data will include employees' names, home addresses (unless exempt from public records production), work locations, and classification titles. This information will be prepared on the basis of the latest information available in the database at the time of the request. The list shall be in EXCEL format. Any other information may be requested through public records request.

## ARTICLE 6 UNION BULLETIN BOARD

- 6.1. AFSCME will provide a serviceable bulletin board for its use. All materials posted must be signed by an official of AFSCME. The City will furnish space for the bulletin board but shall have no control over the postings on the Board.
- 6.2. Bulletins shall contain nothing derogatory relating to the CITY, its elected officials, City employees, or supervisory personnel.
- 6.3. AFSCME will indemnify, defend, and hold the City harmless against any and all claims, demands, suits or other terms of liability that shall arise out of the postings on the AFSCME bulletin board.



ARTICLE 7 DUES CHECK OFF

- 7.1 The City shall deduct dues from the wages of its employees upon written authorization of the employees of the Union. Any employee covered by this Agreement may authorize a payroll deduction for the purpose of paying Union dues.
- 7.2 The Union will notify the City as to the amount of dues. Such notification to the City shall be in writing and from an official of the Union. Changes in Union membership dues will similarly be certified to the City at least thirty (30) days prior to the effective date of the change.
- 7.3 The amounts deducted pursuant to such authorization shall be payable to AFSCME Florida Council 79, AFL-CIO transmitted once each month to AFSCME Florida Council 79, AFL-CIO, 3064 Highland Oaks Terrace, Tallahassee, FL 32301, along with a list of names of employees from whom the deductions are made.
- 7.4 Authorization for such deductions shall be revocable thirty- (30) day after written notice to the City and to the Union by the employees involved.
- 7.5 The Union will indemnify and hold the City harmless against any and all claims, suits, orders, or judgments, brought or issued against the City as a result of any action taken or not taken by the City under the provision of this section.



ARTICLE 8 ON-BOARDING PROGRAM

- 8.1 The City will provide the union with a list of all new employees and their work locations within ten days of hire.
  
- 8.2 During City planned on-boarding program for new employees, the Union shall be given an opportunity to have one of its Local Representatives speak briefly (no more than ten minutes) to describe the Union, participation in negotiations, and general interest in representing employees.



ARTICLE 9 MEDICAL EXAMINATIONS

9.1 Annual medical examinations are as covered by the City's health insurance plan.



## ARTICLE 10 WORKWEEK, BREAKS AND OVERTIME

10.1 Forty (40) hours in a seven (7) day work cycle shall constitute a normal workweek for an employee covered by this Agreement. Nothing herein shall guarantee an employee payment for a forty (40) hour workweek unless the employee actually works forty (40) hours

10.2. Employees will be provided a one (1) hour unpaid lunch break and two (2) paid fifteen (15) minute breaks each day. Employees may use break time for uninterrupted personal use. Employees may not save the use the two (2) fifteen-minute breaks for the end of the workday as such use interferes with the City's ability to serve the public during customary City business hours. With advance approval from their department managers, employees may occasionally flex their start and end time, provided it is not done on a daily basis and provided the grant of flex-time does not impact the workflow.

City may flex an employee's work schedule (start or end time) to avoid unplanned overtime in a work week, but not more than two (2) hours per work week and not more than ten (10) hours in any quarter of the Fiscal Year.

Example: Employee required to work an extra hour on Monday; City may direct the employee to work one less hour at the start or end of any remaining day in the work week.

10.3 Employees covered hereunder shall be paid time and one-half the regular rate for actual work performed in excess of forty (40) hours in a workweek. For purposes of computing eligibility for overtime compensation, the two (2) fifteen-minute breaks shall be considered as time worked. Only hours actually worked will count for overtime pay calculation. No form of leave is counted as hours worked. All overtime shall be paid and no accrue of compensatory time is permitted.

10.4. The City will make every effort to distribute overtime in an equitable manner, provided individuals are qualified for such overtime assignments. The



determination of qualifications to work an overtime assignment is reserved to management. Management's decision is not grievable, but an employee may request review of the decision by the Chief Human Resource Officer. Although temporary imbalances in the distribution of overtime may occur, nothing in this Article shall be construed as alleviating the continued intent of department management to distribute overtime equitably over an extended period of time. An employee who refuses overtime will be rotated to the bottom of the list (as if they had worked) and the refusal will be recorded for purposes of ensuring equitable opportunity. Department management will maintain overtime records and will make such recorded information available to a Union representative upon request. The City shall have the sole and exclusive right to authorize and assign overtime work and compensation. When circumstances permit, the City shall endeavor to provide advance notice when assigning overtime work to employees.

- 10.5. In the case of a regular or non-temporary change to working hours, the City will provide a minimum of ten (10) calendar days' notice to affected employees before any such change takes effect, unless otherwise agreed to, or in emergency situations.
- 10.6. An employee who is called to work more than 45 minutes after the end of the employee's regular work schedule shall receive call-out pay with a minimum guarantee of three (3) hours pay at time and one-half the employee's regular rate of pay, provided such work does not immediately precede or immediately extend the employee's regularly assigned work shift. Employees called out more than one (1) time on the same day will be paid for subsequent call outs on that day at the rate of time and one-half of the employee's regular rate of pay for each hour worked, with a minimum of one hour, provided that, if the second call-out is more than eight (8) hours after the first call-out, then the employee will receive the guaranteed minimum for both call-outs.
- 10.7 "Stand by" is assigned on a weekly basis. An employee who is assigned to "stand-by" status will receive a total of four (4) hours of pay at their regular rate of pay for that assignment.



- 10.8. Employees are responsible for making hurricane and/or tropical storm preparations for dealing with their families and properties in a manner that does not interfere with their City employment responsibilities. Employees designated to work when other City employees have been released from work when a hurricane and/or tropical storm is approaching will be paid premium pay for hours worked at the rate of one and one half (1 ½ ) their regular hour rate of pay.

In the event of a Tropical Storm Watch/Warning or Hurricane Watch/Warning being issued by the National Weather Service, on-duty personnel who are subject to having their work shift extended for overtime purposes shall be permitted up to three (3) hours of leave to report to their residence for the purpose of making final preparations or evacuations for storm protection. The employee will be paid their regular pay for the three (3) hours, but the hours do not count toward the calculation of hours worked for overtime purposes. Scheduled time off shall be at the discretion of the Department Director in order to maintain departmental operations. Employees will use their best efforts to secure their homes and property before the approach of a storm so they may perform their public service without interruption.

- 10.9. Failure to report for mandatory overtime, when ordered, may result in disciplinary action up to and including termination for cause.



## ARTICLE 11 WORK RULES

- 11.1 The City will provide the Union with a copy of any amended provision of the PPM and any new or amended written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement, no less than twenty (20) days before the amendment goes into effect. This does not limit management right to formulate, amend, revise and implement City department policy, rules and regulations nor does it constitute a waiver of the Union's right to bargain.
- 11.2 No reduction of benefits will be imposed during the term of this Agreement
- 11.3 A Union demand for bargaining must be made within five (5) calendar days of receipt of notice. In the event the Union demands impact bargaining, the Union must identify a negotiable effect on wages, hours, or terms and conditions of employment of the bargaining unit.



## ARTICLE 12 DISCIPLINE AND DISCHARGE

- 12.1. All employees with permanent or non-permanent status with the City may be disciplined for "Just Cause". "Just Cause" may be defined to mean definite proof of alleged employee misconduct in regard to job duties, work hours, ethical practice, insubordination, or any other written department or City policy. The City may terminate an employee for:
- A. Violating the City's PPM Standards/Code of Conduct. or
  - B. Engaging in an act or omission which the employee knew or should have known was detrimental to the mission or operations of the City.
- 12.2. The City shall adhere to a policy of progressive discipline, except in situations that are so egregious or in situations where the misconduct is so contrary to the public interest that immediate dismissal may be the only appropriate disciplinary measure. Progressive discipline will involve Verbal Consultation, Written Reprimand, Final Written Warning, Suspension (with or without pay), and Dismissal.
- A. Employees charged with a felony offense or with illegal conduct against a co-worker that has a nexus to their job duties with the City shall be placed on administrative leave without pay until final disposition of the criminal charges. An employee who is convicted of or who pleads guilty or no contest to a felony as part of a negotiated plea shall be terminated from their employment with the City.
  - B. An employee placed on administrative leave without pay under this provision may use accrued leave during the period of administrative leave. If the employee is found innocent following trial, or if the prosecutor drops the charges, the employee and his/her leave time used will be reinstated.



C. An employee who is arrested must report the arrest to the City Manager within or as soon as possible thereafter but no later than the start of the employee's next workday.

12.3 The employee being disciplined may ask for a Union representative to be present at any step of the process outlined above.



## ARTICLE 13 GRIEVANCE PROCEDURES

13.1 This grievance procedure is the exclusive method of resolving disputes, other than disciplinary appeal, relating to the application and interpretation of this agreement. See Article 14 for Disciplinary Appeals process.

13.2 Any claim by an employee, group or class of employee-members of the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order or regulation of the City deemed to be in violation of the Agreement, may be processed as a grievance as hereinafter provided. Grievances shall be set forth in the space provided on the grievance form, a complete statement of the grievance and the facts upon which it is based, together with the sections of this agreement claimed to have been violated and the remedy or correction requested.

### 13.3 STEPS FOR FILING GRIEVANCE

#### Step 1:

The Union may file a grievance on behalf of one or more bargaining unit employees within ten (10) working days of the occurrence or knowledge of the occurrence of the action giving rise to the grievance. The Union shall reduce the grievance to writing on the standard grievance form provided by the Union and present it to the Chief Human Resource Officer or their designee. The Chief Human Resource Director or their designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance, conduct a meeting with the Union. The Chief Human Resource Officer or their designee shall notify the Union in writing of their decision not later than ten (10) working days following the meeting date.

#### Step 2:

If the decision reached in step 1 is not acceptable to the grievant, he/she may, within ten (10) working days of the decision reached in Step 1, present the written



grievance to the City Manager or their designee. The City Manager or his/her designee shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance, conduct a meeting with the Union, if needed. The City Manager shall notify the Union in writing of their decision not later than ten (10) working days following the meeting date.

13.4 All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing. Any grievance not processed by the Union in accordance with the time limits provided in each step of the article, shall be considered conclusively abandoned. Any grievance not processed by the City within the time limits provided herein, shall be automatically advanced to the next higher step in the grievance procedure.

13.5 Additional Provisions:

A. A group/class grievance shall be presented at Step 1 in writing, within ten (10) working days of the occurrence of the events which give rise to the grievance. The grievance shall be signed by the aggrieved employees or the Union president or the authorized union representative.

13.6 If a grievance, as defined in this article, has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration.



### 13.7. ARBITRATION PROCEDURE:

A.

If the Union is not satisfied with the response from the City Manager, the Union may submit the grievance to arbitration filing a request for a seven (7) name arbitration panel to the Federal Mediation and Conciliation Service. The submission must be made within ten (10) calendar days of the date of the City Manager's correspondence to the FEDERATION, as evidenced by actual filing with the Federal Mediation and Conciliation Service.

The time limits contained herein are to be strictly adhered to and may only be extended by written agreement (including email requests coupled with a written affirmation) between the parties. No consent to extension shall be implied by the conduct of the parties in the absence of a written or email agreement.

B.

The parties will select an arbitrator from a panel or panels of not less than seven (7) choices submitted by the Federal Mediation Conciliation Service (FMCS) within two (2) weeks after receipt of a panel of arbitrators. In the event that either party, before any striking of names occurs, feels that the panel submitted by FMCS is unsatisfactory, that party shall have the right to request one (1) additional panel. The arbitrator shall thereafter be selected from the panel of arbitrators supplied by FMCS by alternate striking of names until one (1) name remains. The Union shall strike the first name. The parties will thereupon notify the FMCS which will notify the arbitrator of the appointment.

C.

The arbitrator shall render a decision within thirty (30) days of the arbitration hearing or within thirty (30) days of the receipt of any written position of both parties.

D.

The expenses and fees of any arbitrator and court reporter (if one is ordered) and transcript shall be borne equally by both parties.



- E. The decision of the arbitrator shall be final and binding on both parties.
- F. No arbitrator functioning under this step shall have the power to amend, modify or delete any provision of this agreement.

13.8 GENERAL PROVISIONS:

- A. Local 3535 American Federation of State, County and Municipal Employees, AFL-CIO, exercises rights granted under State Statute 447.401 and will not represent non-members of the union in the grievance procedure. Any union member, if they elect to, shall have union representation at any step of the grievance procedure and/or during disciplinary proceedings.
- B. For the purpose of this section, working day shall mean Monday through Friday, excluding holidays.
- C. The times indicated on all steps may be extended by mutual written agreement.
- D. When a grievance is reduced to writing there shall be set forth therein:
  - 1. A complete statement of the grievance and the facts upon which it is based.
  - 2. The section or sections of this agreement that are alleged to have been violated; and
  - 3. The remedy or correction requested.



## ARTICLE 14 DISCIPLINARY APPEALS

14.1 The City may discipline an Employee when the City determines that the Employee has violated City or Departmental rules, regulations, orders or performance standards, Standards of Conduct (section 4 PPM), R.I.S.E. Standards (section 11 PPM) or when the Employee has engaged in unethical or illegal activities. Neither counseling nor instruction (verbal or written) are discipline but counseling or instruction can be used to establish that an Employee has knowledge the Employee's conduct that gave rise to the counseling or instruction is not proper. All discipline shall be in writing and shall be provided to the Employee and shall be placed in the Employee's personnel file. Discipline is deemed a proper exercise of managerial rights unless it is arbitrary, capricious, or discriminatory but may be appealed as follows.

14.2. Discipline is classified as either major or minor as follows:

MAJOR: Termination  
Demotion  
Suspension without pay - more than three (3) days or a third suspension without pay less than three days that occurs within 12 months of the prior two suspensions, starting with date of the first.

No Employee shall be subject to major discipline without first being afforded a pre-determination conference with the City Manager. No pre-determination conference shall be conducted with less than ten (10) calendar days' notice to the Employee.

MINOR: Written warning  
Suspension without pay of three days or less.

14.3. Appeals of disciplinary action shall be handled as follows:



- A. Major discipline may be by appeal to an arbitrator, by using the same procedure for appointment of an arbitrator as set forth in Grievance Article above. The Union may request review of the discipline by the City Manager provided it does so before the ten (10) daytime limit for requesting arbitration. If a meeting is requested, the ten (10) time limit for requesting arbitration shall be abated. The request for appointment of an arbitrator must be made in writing within ten (10) calendar days of notice of the City's disciplinary action. The cost of the arbitration panel, if any, shall be split by the City and the Union equally.
- B. The arbitrator may sustain, reverse, or modify the discipline set by the City Manager. The decision of the arbitrator is final and binding on the parties.
- C. Written reprimands may not be appealed but the Employee may submit a written response provided the response is submitted within ten (10) days of the written reprimand. If a written response is submitted by the Employee, it shall be attached to the written reprimand and placed in the Employee's personnel file.
- D. Suspensions without pay of three (3) days or less may be appealed to the City Manager whose decision shall be final. An appeal shall be filed in writing within ten (10) days of notice of the suspension without pay. The City Manager shall conduct an investigation of the discipline and render a decision within twenty (20) days of the appeal. The City Manager's decision may be to sustain, reverse, or modify the discipline. In no event shall the City Manager's decision increase the discipline to more than a suspension without pay of three (3) days. The City Manager may conduct interviews with the grievant, departmental staff, or members of the bargaining unit as part of his/her investigation of the discipline.

14.4 All prior discipline received by an Employee shall be considered when a new discipline is contemplated, but not all prior discipline shall be given the same weight. By way of example: The older a discipline, the less its weight. A pattern of discipline over a short period of time has greater weight than sporadic discipline spread over an extended period of time.



## ARTICLE 15 PAY RANGES

- 15.1 The City will annually establish the minimum and maximum pay ranges for bargaining unit positions. Specific position ranges may be increased but no range will be reduced during the term of this Agreement and the pay plan will be implemented as set forth in the PPM.
- 15.2 Individual employee rate of pay does not change with an increase in the pay range; individual employee's rates of pay are increased as set forth in the Wage Article.



ARTICLE 16 RESERVED



## ARTICLE 17 VACANCIES, TRANSFERS, RECLASSIFICATIONS

- 17.1 Bargaining unit position vacancies, promotions, and transfers shall be filled as soon as practicable taking into consideration notice (posting) requirements, operational needs, and availability of funds.
- 17.2 Final authority to fill a vacancy or approve a transfer is a managerial prerogative reserved to the City Manager.
- 17.3 A reclassification is defined as a City decision to change the job duties of a bargaining unit employee coupled with an increase in the compensation associated with the reclassification. The City will provide the Union with thirty (30) days notice prior to the implementation of the reclassification of a bargaining unit employee. A reclassification, being the exercise of a management right, it is not grievable.



## ARTICLE 18 WORKING OUT OF CLASSIFICATION

- 18.1 Employees designated by Department Heads, and with the written approval of the Human Resource Director and Assistant City Manager, to temporarily serve in a regularly budgeted higher position shall be compensated as follows:
- A. If the employee serves for a period of eight (8) hours or more, the employee shall receive assignment pay for the total time of temporary service, of 10% additional compensation beyond their regular wages. Under no circumstances shall the total additional compensation exceed the maximum pay grade amount for the temporary position.
  - B. If the employee serves for a period of less than eight (8) hours, the employee shall receive no additional compensation beyond the wages of regular classification, but time served out of grade may be considered when promotional opportunity or transfers are available.
  - C. When an employee working out of class works overtime in a bargaining unit position, the overtime will be calculated at the rate the employee earns in the upgrade position



## ARTICLE 19 UNIFORMS

- 19.1 The City will supply uniforms to employees required to wear them and in accordance with the City's uniform policy. See PPM.
- 19.2 Public Services Department field personnel and Field Inspectors will be provided with safety shoes (up to \$300.00) annually by the City.



ARTICLE 20 SAFETY- SEE PPM



ARTICLE 21 WORKERS COMPENSATION-SEE PPM



## ARTICLE 22 GROUP INSURANCE

- 22.1 Bargaining unit employee may participate in the insurance programs the City offer to other City employees.
- 22.2 If the City proposes to modify its existing group insurance policy at any time during the life of the contract, such as by changing any benefit provisions, the City shall meet and discuss with the Union prior to making any changes in the group insurance plan affecting its members. The parties are maintaining the status quo, which is to meet and discuss group health insurance concerns. As such, there will be no bargaining as to this provision.
- 22.3 The employee cost of insurance will remain at 16% through 9/30/25.
- 22.4 For regular, full-time employees, the City shall provide life insurance for the employee with a policy amount equal to at least two (2) times the employee's annual salary not to exceed of \$200,000.
- 22.5 The existing policy regarding retiree health benefits shall be continued for all employees on the payroll as of the effective date of this Agreement.



ARTICLE 23 SICK LEAVE-SEE PPM



ARTICLE 24 LEAVES OF ABSENCE SEE PPM



ARTICLE 26 BEREAVEMENT LEAVE-SEE PPM



ARTICLE 27 PERSONAL DAY- SEE PPM



ARTICLE 28 HOLIDAYS-SEE PPM



ARTICLE 29 VACATIONS-SEE PPM



ARTICLE 30 COMPENSATION FOR USE OF PERSONAL VEHICLE

30.1 Employees cannot use their personal vehicles for work.



ARTICLE 31 EDUCATIONAL INCENTIVE SEE PPM



## ARTICLE 32 FLOATING HOLIDAY

- 32.1 Employees will be granted a floating holiday with pay, but the hours off do not count in the calculation of hours worked for overtime purposes.



ARTICLE 33 PENSION-RETIREE BENEFITS

33.1 There is no change in the status quo on pension retirement benefits. Pension and Retiree benefits are governed under City of Dania Beach Code of Ordinances, Chapter 18, and FRS regulations when applicable



## ARTICLE 34 SENIORITY

- 34.1 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 shall mean the length of continuous service an employee has with the City beginning with the date he/she was employed.
- 34.2 New hire Regular employees shall have a twelve (12) month probationary period and promoted employees will have a six (6) month probationary period for purposes of seniority. During this probationary period, the employee shall have no seniority rights. Upon the completion of the probationary period, the employee's seniority shall be dated from date of hiring.
- 34.3 Departmental seniority is defined as the length of employment within the employee's current department.
- 34.4 Classification seniority is defined as the length of employment within the employee's current classification.
- 34.5 Seniority shall continue and accumulate during the following:
- A. Illness under an approved leave.
  - B. Injury in the line of duty.
  - C. Authorized leaves of absences.
- 34.6 Employees shall lose seniority for the following reason:
- A. Exceeding an authorized leave of absence. In this case, the employee will not continue to accrue seniority, but will retain what they previously earned.



- 34.7 Departmental seniority will be given first consideration in hours of work, shift assignment, vacation if qualified, overtime, subject to approval of department head.
- 34.8 The employee will not accrue any seniority or paid leave time while on unpaid FMLA leave. Accrual of any seniority and paid leave time will resume upon return to active employment. The taking of FMLA leave will not result in the loss of any paid leave time that the employee accrued prior to the date on which FMLA leave started except to the extent such paid leave time is used during FMLA leave. See PPM 7.1



ARTICLE 35 SAVINGS CLAUSE

- 35.1 If any article or section of this Agreement shall be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted State, Federal or Municipal Legislation, all other articles shall remain in full force and effect for the duration of this Agreement.
- 35.2 In the case of invalidation, both the City and the Union shall meet at reasonable times for the purpose of agreeing to replace and/or rectify the article(s) in question.



ARTICLE 36 WAGES<sup>1</sup>

36.1

Year One 8.5% effective 10/1/22  
Year Two 7% effective 10/1/23  
Year Three 6% effective 10/1/24

36.2 There are no additional base wage increases, except those resulting from promotion, after September 30, 2025 unless agreed to by the parties and reflected in a successor collective bargaining agreement.

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<sup>1</sup> Per PPM employees who reach maximum pay will receive a lump sum over the maximum



## ARTICLE 37 CROSS TRAINING

37.1 The City and Union mutually agree that with the introduction of sophisticated computer software in most departments, the need for cross-training within the "home" department as well as within other departments throughout the City exists.

37.2 Those departments affected by the demonstrated need for cross-training shall be allowed to do so even if the assigned cross-training activities are outside the employee's current job description and classification. Employees affected shall also at times be required to perform cross-trained activities in other than their "home" department. Article 18 of this Contract shall prevail where applicable.



## ARTICLE 38 LAY-OFF AND BUMPING

- 38.1 Lay-offs will be in accordance with: (1) Seniority, and (2) Qualifications (taking into consideration performance, education and certifications), and disciplinary record in a classification within a Department.
- 38.2 When a lay-off takes place, it shall be accompanied by laying off temporary employees first, provisional employees second, probationary employees third, and then permanent employees, in accordance with the criteria established above.
- 38.3 The employer shall forward a list of those employees being laid off to the Local Union when the notices are issued to the employees.
- 38.4 When an employee is laid off due to a reduction in the work force, they shall be permitted to exercise their seniority right to bump or replace an employee in the same classification grouping in their department with less seniority if they are qualified to do the job.
- 38.5 Employees may, if they so desire, bump an employee in a lower job classification within their department provided the bumping employee has greater seniority than the employee they bump, has the ability to perform the job, and is willing to work at the decreased rate of pay. Qualification and ability to do the job shall be determined solely by management.
- 38.6 When the work force is increased after lay-off, employees will be recalled in inverse order of layoff. Notice of recall shall be sent to the employee at his last known address by registered mail. The union shall be notified at the same time. If any employee fails to report for work within fifteen (15) days from the date of mailing of notice recall, they shall be considered to have quit.
- 38.7 Recall rights for an employee shall expire after a period equal to their seniority, but in no case more than two (2) years from the date of lay-off. Written notice of expiration of recall rights shall be sent to the employee at their last known address by registered or certified mail. No new employee shall be hired until all employees



on lay-off who have agreed to return to work have been recalled in the same classification. Probationary employees have no recall rights.

38.8 Terms of this Article shall apply exclusively to bargaining unit members. No right shall exist for a bargaining unit employee to displace a non-bargaining unit employee in the same or similar classification for any reason.



## ARTICLE 39 PART-TIME EMPLOYEES

- 39.1 Any and all sections of this Agreement between the General Employees and the City, apply mainly to full-time regular employees. However, in order for the Public Employees Relations Commission to approve the AFSCME as the exclusive bargaining unit for the General Employees, part-time employees could not be excluded from the unit.
- 39.2 Wage adjustments set forth in this Agreement apply to both full-time and part-time employees.
- 39.3 Fringe benefits (if any) provided to part time employees, including but not limited to, health insurance, education incentive, and pension as set forth in the PPM.



ARTICLE 40 DRUG FREE AND ALCOHOL-FREE WORKPLACE POLICY-SEE PPM



## ARTICLE 41 PERSONNEL POLICY MANUAL

- 41.1 The provisions of the City Personnel Policy Manual, as amended from time to time, are incorporated by reference into this Agreement and are applicable to bargaining unit employees as though set out herein and shall be enforceable pursuant to the grievance and arbitration provisions of this Agreement. In the event of a conflict between the collective bargaining agreement and the PPM, or any other policy issued by the City, the applicable provision(s) of the collective bargaining agreement shall control.
- 41.2 The City and Union have, through collective bargaining, attempted to resolve all the terms of this Agreement and the PPM regarding benefits and conditions of employment. The Agreement prevails when it expressly addresses a subject, but in the event a subject is not expressly addressed in the Agreement, but is addressed in the PPM, the terms of the PPM will control.



ARTICLE 42 LABOR MANAGEMENT COMMITTEE

42.1 There is established a labor-management committee. This committee will be comprised of four (4) members. Two (2) members representing management will be appointed by the City Manager. Two (2) representatives of the Union will be chosen by the Union.

42.2 This Committee will meet quarterly, or upon request of either party.



## ARTICLE 43 TERM OF AGREEMENT

43.1 The Agreement shall take effect October 1, 2022 and continue in force until September 30, 2025. There are no monetary adjustments resulting from this agreement that will be applied retroactively.



CITY PROPOSAL 3/7/22

Revised 7/29/22

7/15/2022 1:55 PM

7/29/22 6:30 PM

8/29/22 11:30 AM

8/29/22 1:50 PM

8/29/22 3:46 PM

SIGNATURE PAGE

CITY OF DANIA BEACH

*Ana M Garcia* <sup>yes</sup>

City Manager

8-11-22

Date

AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535

*Reis*

President

*MA*

Vice president

\_\_\_\_\_  
\_\_\_\_\_  
Council President

8-9-22

Date

ATTEST:

*Thomas Schneider*

City Clerk

