

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF DANIA BEACH

AND

**AFSCME FLORIDA COUNCIL 79, AFL-CIO
LOCAL 3535**

Ratification Date

Through

September 30, 2019

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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;

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** as evidenced by Amended Order # 89E-291, Public Employees Relations Commission, October 9, 1989.

- 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 **STRIKE** shall mean the concerted failure to report for duty; the concerted absence from one's position; the concerted stoppage of work; the concerted submission of resignations; the concerted use of leave; boycotting or disruptively demonstrating by any employee or employee group; or the concerted abstinence in whole or in part from the full, faithful and proper performance of duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment. This section shall not preclude lawful and peaceful picketing.

- 1.5. **SENIORITY** shall mean total amount of continuous service to the City.

- 1.6 **CALL BACK** is when an employee is called to return to work from home not on his/her regularly assigned shift. Call back excludes a return to work during periods of hurricane or tropical storm preparation, hurricane or tropical storm recovery activity, or a return to work on a holiday since in each case the employee will be paid at a premium rate of pay (1 ½).

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 occupying the job classifications set forth in Certification Number 590 granted by the Public Employees Relations Commission on October 9, 1989 and as revised in the Public Employees Relations Commission ("PERC") Final Order 04E-024, dated January 21, 2004 as set forth below.

Accounting Specialist	Marine Safety Officer
Accounting Technician I and II	Meter Reader
Administrative Coordinator	Occupational Licensing Coordinator
Administrative Specialist I and II	Occupational License Specialist
Administrative Technician	Payroll and Benefits Coordinator
Administrative Assistant	Permit Service Specialist
Building Inspector	Permit Service Clerk
Cemetery Caretaker	Planning Associate
Chief Electrical Inspector	Pool Lifeguard
Chief Plumbing Inspector	Purchasing Agent
Customer Service Representative	Purchasing and Contract Coordinator
Custodian	Recreation Assistant I and II
CSA/Parking Enforcement Specialist	Recreation Attendant
Crew Leader	Recreation Leader
Code Inspector	Technical Support Specialist
Fleet Mechanic/Service Coordinator	Trades Maintenance Supervisor
Grants Coordinator	Trades Mechanic I and II
Irrigation Mechanic	Treatment Plan Operator Trainee
Landscape/Grounds Technician I and II	Treatment Plant Operator "B"
Maintenance Worker/Equipment Operator I, II and III	Treatment Plant Operator "C"
Marine Safety Lieutenant	Utilities Service Worker
	Utilities Mechanic

Note: There has been modification of positions since the formation of the bargaining unit. See attached summary-appendix "C".

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 Unless otherwise provided in this Agreement, the public employer shall have the right to determine the purpose of each of its constituent departments; determine standards of service to the public, and exercise control over its organization and operation.
- 3.2 The public employer further reserves the right to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of a lack of work or other legitimate reason, provided the exercise of said rights does not prevent employees or their representatives from filing grievances should the exercising of said rights have the practical effect of violating the terms and conditions of employment.
- 3.3 The City specifically and clearly reserves the exclusive right to manage, direct and program the operations of City Government.
- 3.4 The City does reserve the exclusive right to hire, fire, discipline, transfer, layoff and promote its employees.
- 3.5 The City shall determine the number of work hours, shifts, pay rate and job assignments of its employees and further reserves the right to subcontract, expand, assign or cease any job, division or department, providing that this article is consistent with other articles of this Agreement and Civil Service Rules, as amended.

ARTICLE 4 UNION AND STEWARDS RIGHTS AND TIME POOL

- 4.1 The City agrees that Union shall be allowed to post Union notices on appropriate bulletin boards.
- 4.2 The City agrees to 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 Department Head of the designated Union officers and stewards within three days of ratification of this Agreement and when any change in designation is made thereafter. 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.
- 4.3 Union officials as designated above shall only be able to meet with City Employees in non-work areas (i.e., break areas) and 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.
- 4.4 The Chief Union Stewards or his/her designee may be granted time off during working hours 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.
- 4.5 The CITY may stop the use of such time off and 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.
- 4.6 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.
- 4.7 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.

- 4.8 Stewards shall maintain and provide to the City a Union Business time-out slip that shall be processed to show their accumulated hours used against the Union time pool.
- 4.9 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 Human Resources Director or Assistant City Manager.

UNION TIME POOL-FUNDING AND USE

- 4.10 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.
- 4.11 Stewards shall maintain and provide to the City a Union Business time-out slip that shall be processed to show their accumulated hours used against the Union time pool.
- 4.12 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 outside Union conferences and training.
- 4.13 Donated time shall be transferred from the participating Employee's accrued vacation (annual leave) bank within thirty (30) days of the ratification of this Agreement and thereafter once each year during the repeat month of the initial transfer.
- 4.14 Time Pool hours shall roll over from one year to the next.
- 4.15 Union representation shall utilize the Union Time-Out slip when using Time Pool hours.
- 4.16 Union time pool hours shall only be used for a steward's leave from assigned regular duties to engage in outside Union conferences and training.
- 4.17 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 NON-DISCRIMINATION CLAUSE

- 5.1 The City and the Union agree that the basic intent of the Agreement is to provide a harmonious working relationship between the City and the Union.

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

- 5.3 Neither the City of Dania Beach nor the Union will discriminate against employees covered by this Agreement as to membership or representation because of race, color, creed, sex, age, national origin, or disability status.

- 5.4 The Union agrees that no officer, agent, representatives or members of the Union will coerce or intimidate any employee into joining the Union. The Union further agrees that it will not interfere with or condone any interference with the free and unrestricted right of any employee of the City to enter and leave City property.

- 5.5 Refusal by the Union to process a grievance for an employee who is not a member of the Union shall not be considered discriminatory.

ARTICLE 6 NO STRIKE

- 6.1 No employee or employee organization may participate in a strike against the City of Dania Beach by instigation or supporting in any manner, a strike. "Strike" shall be as defined in Article 1 - Definitions.

- 6.2 This section shall not preclude lawful and peaceful picketing, provided said picketing does not interfere with the normal, smooth, efficient operations of any department or division within City Government.

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 agrees to 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 ORIENTATION PROGRAM

- 8.1 The City will provide an orientation and job description to all new employees in a timely manner. The City will provide the union with a list of all new employees and their work locations within ten days of hire.

ARTICLE 9 PHYSICAL EXAMINATIONS

- 9.1 The City agrees to pay the actual cost, up to \$750.00, for the cost of an employee's annual voluntary physical exam unless otherwise covered by insurance.
- 9.2 No deductibles shall apply to the above benefit.
- 9.3 This dollar benefit is inclusive of all lab work, x-rays, etc.
- 9.4 If annual exams or body scans are covered under the City's health plan, the City will reimburse only those amounts not covered by the health plan up to the maximum limits stated above.

ARTICLE 10 WORKWEEK, BREAKS AND OVERTIME

- 10.1 Forty (40) hours 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 hour, unpaid lunch break and two (2) paid 15 minute breaks each day. Employees may use this time for a smoking break, snack, for personal phone calls or for any reasonable personal use. Employees may not use the two (2) fifteen minute breaks at 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 flex their time, provided it is not done on a daily basis and provided the grant of flex-time does not impact the workflow.
- 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. Sick leave will not count toward hours worked for overtime pay purposes. 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. 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 he/she 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 and the Union agree that 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, the City agrees that it 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 three 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 hour 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 on-duty time 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 not be paid call out pay during periods of tropical storm or hurricane preparation or clean up.

- 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 written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement, before the rules go into effect. This does not limit management right to formulate, amend, revise and implement City department policy, rules and regulations, provided, however, that such formulation, amendment, revision and/or implementation is neither arbitrary or capricious.

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, violation of the Civil Service Administrative Code, insubordination, or any other written department or City policy.
- 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 forty-eight (48) hours of arrest, or as soon as possible thereafter.
- 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 grievant shall present orally his grievance to his immediate supervisor within ten (10) working days of the occurrence or knowledge of the occurrence of the action giving rise to the grievance. A union steward or union representative may be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate such decision verbally to the grievant, within ten (10) working days from the date the grievance was presented to him/her.

Step 2. If the grievance is not settled at the first step, within ten (10) working days from the date of the decision in Step 1, the grievant shall reduce the grievance to writing on the standard grievance form provided by the Union and present it to the department head or their designee. The department head or their designee shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance, conduct a meeting between themselves, their representative if needed, and the grievant. The grievant may be accompanied at this meeting by a union representative. The department head or their designee shall notify the aggrieved employee in writing of his decision not later than ten (10) working days following the meeting date.

Step 3: If the decision reached in step 2 is not acceptable to the grievant, he/she may, within ten (10) working days of the decision reached in step 2, present the written grievance to the Human Resources Director. The Human Resource Director shall investigate the alleged grievance and shall within ten (10) working days following receipt of the written grievance, conduct a meeting between himself/herself, and/or his/her representatives if needed, and the aggrieved employee. The grievant may be accompanied at this meeting by a union representative. The Human Resource Director shall notify the aggrieved employee in writing of his/her decision not later than ten (10) working days following the meeting date.

Step 4. If the decision reached in step 3 is not acceptable to the grievant, he/she may, within ten (10) working days of the decision reached in Step 3, present the written grievance to the City Manager or his/her 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 between himself/herself, his/her designee and/or his/her representatives, if needed, and the aggrieved employee. The grievant may be accompanied at this meeting by a union representative. The City Manager shall notify the aggrieved employee in writing of his/her 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 3 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.

- B. If a grievance arises from the action of an official higher than Step 1 (immediate supervisor), the grievance shall be initiated at Step 2 or 3 as appropriate. The grievance shall be submitted in writing within ten (10) working days of the occurrence or knowledge of the occurrence giving rise to the grievance.

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. When either of the parties desire that an unresolved grievance be submitted to arbitration, the matter shall be referred to the Federal Mediation Conciliation Service with notification to the other party.
- 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 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 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 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) day time 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 AND CLASSIFICATION

15.1 The City shall establish and maintain, on a current basis, a Pay and Classification Plan for all employees in the City Service. The pay grades and corresponding salary ranges are attached as Appendix A.

ARTICLE 16 PERFORMANCE EVALUATIONS

- 16.1 Employees will be eligible for written performance reviews annually on their anniversary date. For purposes of this article, anniversary date is defined as the employee's date of hire, or the date of their last classification change due to transfer, promotion, demotion, etc.
- 16.2 Performance will be evaluated using the appropriate City prescribed form.
- 16.3 Performance will be evaluated by the employee's immediate supervisor.
- 16.4 Employees are required to sign the performance evaluation form and return it within ten (10) days of receipt.
- 16.5 The employee may dispute the Supervisor's evaluation and should not be required to sign the performance evaluation until the dispute process is concluded.
- 16.6 To dispute a performance evaluation, the employee must address his supervisor by:
 - a) Putting in writing the particular rating/ratings that are being disputed;
 - b) Indicating the rating adjustment requested;
 - c) Providing specific objective statements to justify the adjustment.
- 16.7 The Supervisor must provide a written response to the employee's dispute indicating whether the reconsideration is being granted or denied. If the reconsideration is denied, the Supervisor must provide specific objective statements to support the denial.
- 16.8 The employee may accept the Supervisor's response and sign the evaluation, or request an appeal to the Department Director (or his/her designee). The Department Director (or his/her designee) will review the documentation and provide a written decision to approve or deny the reconsideration. The employee may accept the Department Director's response and sign the evaluation, or request an appeal to the Human Resource Director.
- 16.9 The Human Resource Director will review the documentation and provide a written decision to approve or deny the reconsideration. This will be the final step in the appeals process. The employee will be required to sign the evaluation upon receipt of

the Human Resource Director's response. All rebuttals and responses will be attached to the performance evaluation as part of the completed evaluation for the employee's personnel file.

- 16.10 Employees who directly report to the Human Resource Director may appeal to the City Manager, who will render the final decision in writing.

ARTICLE 17 VACANCIES & TRANSFERS

17.1 Vacancies and transfers shall be filled in accordance with Civil Service Administrative Code 2004 and any future amendments.

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 four (4) hours or more, the employee shall receive assignment pay for the total time of temporary service, not to exceed a maximum of 10% additional compensation beyond their regular wages. The actual percentage increase is variable and dependent on nature of the work the employee will be expected to do during the assignment. The more complex the work the higher the assignment pay, not to exceed 10% or the maximum pay grade for the job. Under no circumstances shall the total additional compensation exceed the pay grade for the temporary position.
- B. If the employee serves for a period of less than four (4) hours, the employee shall receive no additional compensation beyond the wages of regular classification.

ARTICLE 19 UNIFORMS

- 19.1 The City agrees to supply uniforms to employees required to wear them and in accordance with the City's uniform policy. Employees are forbidden to wear City uniforms during activities other than those directly related to their jobs. Employees who start their work day dressed in an unclean uniform will be sent home for the day without pay.
- 19.2 Public Services Department field personnel and Field Inspectors will be provided with quality safety shoes (up to \$150.00) annually by the City.
- 19.3 Uniforms are City property and must be returned to the City at separation.

ARTICLE 20 SAFETY

20.1 Year 1 (10/1/16-9/30/17)

Maintain status quo: Regular full time employees who complete the fiscal year without injury or accident shall receive one (1) safety bonus day annually to be used during the next fiscal year.

20.2 Years 2 and 3 (10/1/17-9/30/19)

Regular full time employees who complete the City's safety training program shall receive one (1) safety bonus day annually to be used during the next fiscal year.

ARTICLE 21 WORKERS COMPENSATION

- 21.1 An employee injured on the job is entitled to all rights and privileges accorded to him/her under Chapter 440 of the Florida Statutes concerning workers compensation
- 21.2 An employee absent from work due to a job related injury will receive full pay for a period of two months following the date of the injury. A one month extension of full pay may be granted with the approval of the City Manager or his/her designee. Full pay shall consist of supplemental compensation, defined as the difference between the employee's gross pay which the employee would otherwise receive and the amount of the employee's weekly workers' compensation benefit. During this period the employee is entitled to accrue all their normal benefits, including but not limited to vacation time, sick time, and personal days. After two months, accruals will cease. The City will maintain the employee on the City's health plan, providing the employee continues to remit premium contributions timely. The required premium contributions will be consistent with the level of contributions being paid prior to the work related injury. Failure to pay premium contributions will result in cancellation of coverage. After six months of job related absence, an injured employee MAY be eligible for Social Security disability benefits. If disability is approved under the Social Security Administration, the employee may apply for disability under the City's pension plan and if approved, will be entitled to the same level of health insurance benefit as retirees. However, if pension disability is not approved after nine (9) months of job related absence, the injured employee will be responsible for 50% of the dependent health insurance premium.
- 21.3 All members are required to report any and all accidents resulting in injuries, even of a minor nature, to their immediate supervisor. Failure to do so may result in jeopardizing their Workers' Compensation coverage.
- 21.4 Nothing in this article will preclude the injured employee from using accrued sick or vacation time during his/her absence, providing that such use combined with other City supplemental income does not exceed 100% of the employee's regular earnings.
- 21.5 Employees shall be required to cooperate in the treatment as prescribed by the City's designated workers compensation physicians in order to obtain maximum medical improvement or achieve recovery.

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.
- 22.3 Effective October 1, 2017, the employee cost of insurance will increase to 15% of cost of the option the employee selects.
- 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 \$50,000.
- 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 except that employees who retire after the date of implementation of this agreement, on reaching Medicare eligibility, shall be responsible to pay 100% of the cost of City health insurance coverage if they elect to continue City coverage.

ARTICLE 23 SICK LEAVE

- 23.1 Employees will accrue sick leave in accordance with the Civil Service Administrative Code for all employees as of August 1, 2012.
- 23.2 Employees will be approved to use sick time in accordance with the Civil Service Administrative Code for all employees in effect as of August 1, 2012.
- 23.3 Employees who were on the payroll as of September 30, 2012 will be paid out for sick leave in accordance with the Civil Service Administrative Code for all employees in effect as of August 1, 2012; providing that:
 - A. all employees hired before January 1, 1995 will be paid 100% of their sick time accruals at time of termination.
 - B. all employees hired on or after October 1, 2012 will be eligible to receive only fifty percent (50%) of sick time accruals at time of resignation or retirement.
- 23.4 Sick leave may not be "bought back".

ARTICLE 24 LEAVES OF ABSENCE

- 24.1 Leave of absence without pay for a period not to exceed thirty (30) days may be granted for any reasonable purpose by the City Manager or his designee. Such leave may be renewed or extended for any reasonable purpose so long as it does not hamper the efficient operation of the City and/or Department. The City Manager will have final approval of leave of absences.

- 24.2 Any employee member who is on authorized leave of not more than thirty (30) days shall continue to maintain all non-paid benefits including seniority and longevity except for extended military leave (as provided by Federal Law).

- 24.3 Any employee who is a member of the National Guard or Military Reserve Forces of the United States and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties, shall be granted a leave in accordance with Federal and State statutes at full pay, but must turn over to the City the amount of compensation earned during this leave of absence.

- 24.4 Additional leaves of absence will be subject to state and federal law

ARTICLE 25 JURY DUTY

- 25.1 An employee who is legally summoned to serve on a jury shall be granted paid leave in accordance with Broward County Code section 1-9 as shown below, provided such leave is reported in advance to the Department Head and the employee provides documentation to Human Resources. In order to receive full pay for such leave, the employee must remit payment received through the judicial system to the Finance Department however, the employee shall retain any compensation received from the courts in connection with travel or expenses incurred.
- 25.2 If excused and/or released from jury duty, the employee should report for his/her regular employment, provided, however, that at least four (4) hours remain during the regular workday including travel time.

BROWARD COUNTY ORDINANCE – CHAPTER ONE – SECTION 1-9

Sec. 1-9. Compensation by employers to employees for jury service.

(a) This section shall be applicable to and govern all employers located or doing business within Broward County who have employees summoned to jury service within Broward County.

(b) No employer shall withhold wages or salary from a full-time employee summoned to jury service because of the employee's absence from work on any day that the employee, reports for jury duty, or serves as a juror or on a venire panel for a period not to exceed five (5) working days, provided that the employee gives a copy of the summons to his or her immediate supervisor within five (5) working days prior to the commencement of his or her jury service and provided further that the employer can deny or withhold from the employee's usual wages or salary an amount equal to the statutory fees to which the employee is entitled for performing jury service or otherwise. This subsection includes a full-time employee whose regular work schedule does not fall within the daily time period for jury service. The full-time employee shall be excused from work by the employer during each day the employee provides jury service, regardless of the regularly scheduled time such employee reports to work, and shall be compensated by the employer as provided for in this subsection.

(c) Definitions: As used in this Section 1-9, the following terms shall have the meanings respectively ascribed:

(1) Full-time employee shall mean an individual employed by an employer and regularly scheduled to work at least thirty-five (35) hours per week.

(2) Jury service shall mean being summoned and reporting for jury service as well as actual service on a jury, or summoned to sit on a venire panel.

(3) Wages or salary shall mean the employee's regular salary, draw, or compensation, but does not include commissions, overtime pay, or compensation for more than eight (8) working hours per day.

(d) Any person in violation of this section shall be punished as provided by law.

(Ord. No. 86-55, §§ 1-3, 10-14-86; Ord. No. 89-54, § 1, 12-12-89; Ord. No. 2002-63, § 1, 12-10-02)

ARTICLE 26 BEREAVEMENT LEAVE

- 26.1 The City and the Union agree that upon the death of an immediate family member, the employee will be granted immediate time-off with pay, not to exceed five days.
- 26.2 It is agreed that the term "immediate family", means an employee's spouse, child, parent, parent-in-law, sibling, step-child, grandparent, step-parent, step-sibling, half-sibling, sibling-in-law, child-in-law, grandchild, step-grandchild or partner registered under the Broward County Domestic Partnership Ordinance. In the event of divorce, bereavement leave shall apply to the aforementioned individuals.
- 26.3 Bereavement pay will be subject to the review of the Department Director, and only those days actually needed by the employee will be granted. Requests for bereavement leave will not be unreasonably denied.
- 26.4 In the event of the death of a relative not specified herein, the Department Director may authorize sick leave with pay at his discretion and with the approval of the Human Resource Director.

ARTICLE 27 PERSONAL DAY

- 27.1 Employees covered by this contract shall be entitled to three personal days per calendar year in addition to posted holidays. Department head approval will be required for date of use.

- 27.2 Any personal days not used within the calendar year will be lost.

- 27.3 For the first year of employment, regular full time employees hired on or before March 1, will be entitled to three (3) personal days. Employees hired March 2 thru May 31 will be entitled to two (2) personal days. Employees hired June 1 through September 30 will be entitled to one (1) personal day, Employees hired October 1 or later will not be entitled to a personal day this calendar year.

ARTICLE 28 HOLIDAYS

28.1 The following paid holidays will be observed:

- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day

28.2 In accordance with 12.4 of the Civil Service Administrative Code, the Employee must work the day before and after the holiday to be paid for the holiday.

28.3 Holiday pay will be paid in the pay period in which the holiday occurs and may not be "banked" or converted to any other paid leave.

28.4 An employee who works on a City designated holiday will be paid 1 ½ their regular rate of pay for hours worked on the holiday plus their holiday pay.

28.5 An employee who is called out on a holiday will not receive call out pay but will be paid 1 ½ their regular rate of pay for hours worked with a minimum of three (3) hours.

ARTICLE 29 **VACATIONS**

- 29.1 All employees covered by this Agreement shall accrue vacation leave in accordance with the Civil Service Administrative Code as of August 1, 2012.

- 29.2 Accrued vacation balances will be paid out in accordance with the Civil Service Administrative Code for all employees; providing that all employees hired before January 1, 1995 will be paid 100% of their vacation time accruals at time of termination.

- 29.3. Vacation “buy backs” will be paid out in accordance with the Civil Service Administrative Code for all employees.

ARTICLE 30 COMPENSATION FOR USE OF PERSONAL VEHICLE

- 30.1 The City agrees to reimburse employees for travel expenses at the City's prevailing rate, should the City request personal vehicle use.
- 30.2 Employees cannot be compelled to use their personal vehicle.

ARTICLE 31 EDUCATIONAL INCENTIVE

- 31.1 The City agrees to provide non-probationary employees covered by this agreement educational assistance. This assistance will be limited to nine credit hours and \$250 toward books, per semester. Programs available for reimbursement must be job related as determined by the Department Director
- 31.2 The employee must complete the City's Educational Assistance Form prior to registration to be eligible. The request must be approved by the Department Director, Human Resource Director, Finance Director and City Manager.
- 31.3 To be eligible for reimbursement, the employee must obtain a grade of "C" or better for each course and provide appropriate receipts and documentation.
- 31.4 If the employee separates from the City within two (2) years, they will be required to reimburse the City for all educational assistance received within that particular year. The City reserves the right to deduct reimbursements from any monies due to the employee from the City, including but not limited to wages, severance, and cash value of any unused vacation or leave time.
- 31.5 Active participants in the DROP plan are not eligible for tuition reimbursement.
- 31.6 Employees will receive a one-time \$25 incentive regardless of the number of courses completed, providing a passing grade is maintained in the course taken

ARTICLE 32 PENSION-RETIREE BENEFITS

- 32.1 The City and the Union agree to continue group insurance benefits to retirees.
- 32.2 Pension and Retiree benefits are governed under City of Dania Beach Code of Ordinances, Chapter 18.
- 32.3 The City shall contribute 5% of the members' base pay to the General Employees Retirement Plan which shall be in lieu of their wage increase for 1987-1988, and shall offset the employees' current contribution rate.
- 32.4 This five percent (5%) shall be paid directly (plus accrued interest) to members upon termination of employment unless said termination is due to retirement or the member has vested rights in the pension plan and elects to leave his/her funds in the plan until he/she is eligible to select a retirement option.
- 32.5 A "DROP" plan will be effective October 1, 1994.
- 32.6 Effective October 1, 1995, employees received a 2.5% benefit accrual rate for all service. The City will contribute not more than 3% toward this benefit beginning October 1, 1996. If additional amounts are required these shall be paid by the employees through payroll deduction.
- 32.7 Employees will be permitted to buy back up to 4 years of active duty time served in the armed services. Employee shall bear all cost related to this item.
- 32.8 Employees will be permitted to buy back previous years of service with the City on terms worked out by the City and the Union. Employee shall bear all cost related to this item.
- 32.9 Effective January 1, 1999, employees received a 3.0% fixed accrual rate for all service. The City contributed 8.08% toward the cost of this benefit October 1, 1999 in the form of a pension supplement, which is considered employee contribution in lieu of salary increase for the Fiscal year 1998-1999.

ARTICLE 33 SENIORITY

- 33.1 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.
- 33.2 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.
- 33.3 Departmental seniority is defined as the length of employment within the employee's current department.
- 33.4 Classification seniority is defined as the length of employment within the employee's current classification.
- 33.5 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.
- 33.6 Employees shall lose seniority for the following reasons:
- A. Resignation.
 - B. Discharge for just cause.
 - C. Exceeding an authorized leave of absence. In this case, the employee will not continue to accrue seniority, but will retain what they previously earned.
- 33.7 Departmental seniority will be given first consideration in hours of work, shift assignment, vacation if qualified, overtime, subject to approval of department head.

ARTICLE 34 SAVINGS CLAUSE

- 34.1 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.
- 34.2 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 35 **WAGES**

35.1

Year One (10/1/16-9/30/17)

Retroactive to 10/1/16 employees will receive a 2.5% base wage increase.

Year Two (10/1/17-9/30/18)

Effective 10/1/17 employees will receive a 3 % base wage increase.

Year Three (10/1/18-9/30/19)

Effective 10/1/18 employees will receive a 4 % base wage increase.

There are no additional base wage increases after September 30, 2019 unless agreed to by the parties and reflected in a successor collective bargaining agreement.

ARTICLE 36 CROSS - TRAINING

- 36.1 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.
- 36.2 The City and Union agree that 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 37 LAY-OFF AND BUMPING

- 37.1 Lay-offs will be in accordance with: (1) Seniority, and (2) Qualifications, in a classification within a Department.
- 37.2 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.
- 37.3 The employer shall forward a list of those employees being laid off to the Local Union when the notices are issued to the employees.
- 37.4 When an employee is laid off due to a reduction in the work force, he shall be permitted to exercise his seniority right to bump or replace an employee in the same classification grouping with less seniority if he is qualified to do the job.
- 37.5 Employees may, if they so desire, bump an employee in a lower job classification provided the bumping employee has greater seniority than the employee he bumps, 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.
- 37.6 When the work force is increased after lay-off, employees will be recalled according to seniority and qualifications. 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, he shall be considered to have quit.
- 37.7 Recall rights for an employee shall expire after a period equal to his seniority, but in no case more than one (1) year from the date of lay-off. Written notice of expiration of recall rights shall be sent to the employee at his 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.
- 37.8 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 38 PART-TIME EMPLOYEES

- 38.1 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.
- 38.2 It is the position of the City to formally recognize part-time employees as members of the unit. Any and all agreed upon wage adjustments throughout the current contract year will be enjoyed by both full-time and part-time employees. The City and the Union agree that fringe benefits (if any) provided to part time employees, including but not limited to, health insurance, education incentive, and pension will be determined by City policy and not subject to the provisions of this agreement. Temporary employees shall earn no benefits except as required by applicable state or federal law.

ARTICLE 39 DRUG FREE AND ALCOHOL FREEWORKPLACE POLICY

- 39.1 The City and the Union recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.
- 39.2 Except as modified herein, the City and Union agree to adhere to the drug testing procedures set forth in Florida Statute 440.101 and 440.102. (See Appendix B)
- 39.3 The City has the right to randomly drug/alcohol test those employees in "mandatory test" positions. In addition to random testing, the City shall apply the reasonable suspicion standard in ordering testing for drugs, alcohol or controlled substances.
- 39.4. Each employee shall have the right to challenge the City's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision but the rule "Obey first, Grieve later" shall apply to any order to submit to a drug test.
- 39.5 Any discipline imposed for the employee's first offense shall be held in abeyance pending voluntary completion by the employee of a substance abuse treatment program, the cost of which shall be covered by the City (either through the City's group health plan or independent of the plan if coverage is not available). An employee, who fails to complete the entire rehabilitation program, including follow-up care, may be immediately terminated. The City is obligated to offer rehabilitation to an employee one time; future "relapses" will be dealt with by immediate termination. While participating in the rehabilitation program, the employee's absence from work will be charged against his/her vacation balance. Once this balance is exhausted, the absences will be charged against his/her sick time accrual balance. The employee will accrue vacation and sick benefits for the first thirty (30) days of the absence. Accruals will cease on the 31st day of the absence, and will resume when the employee returns to active duty. For the first two years following the employee's completion of the rehabilitation program, the employee will be subject to drug testing at any time. After two years, the employee will be subject to the City's adopted drug testing policy.
- 39.6 It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the City may

change its testing methods or procedures and the Union may challenge said change through the grievance procedure if it believes the City acted arbitrarily and capriciously.

39.7 An employee who refuses drug or alcohol testing will be terminated.

39.8 The parties acknowledge that the City has a Drug Free/Alcohol Free Workplace Policy. That policy applies City-wide. In the event of a conflict between that policy and this Agreement, the terms of the Agreement will prevail.

ARTICLE 40 LABOR MANAGEMENT COMMITTEE

40.1 The City and the Union agree to establish 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.

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

ARTICLE 41 TERM OF AGREEMENT

- 41.1 After a majority vote of those Union members voting on the question of ratification and thereafter upon its ratification by an official resolution of the City Commission ratifying the Agreement and authorizing the City Manager to sign the Agreement on behalf of the City, then the Agreement upon being signed by the appropriate Union representatives and the City Manager, shall become effective upon ratification.
- 41.2 The Agreement shall continue in force until September 30, 2019.

CITY OF DANIA BEACH

[Signature]
City Manager

7/13/17
Date

AFSCME FLORIDA COUNCIL 79, AFL-CIO LOCAL 3535

[Signature]
President

[Signature]
Vice president

[Signature]
Council President

7/13/17
Date

ATTEST:

[Signature]
City Clerk



Ratified by the Collective Bargaining unit on

7/6/17

Ratified by the City Commission on

7-25-17

APPENDIX A									
Current Pay Grade Order Job Listing - AFSCME									
Job Code	Title			FLSA	Pay Plan	Pay Grade	Minimum	Control/Mld	Maximum
531	RECREATION ASSISTANT			N	G	14	23,310.17	29,075.04	34,839.91
140	ADMINISTRATIVE TECHNICIAN			N	G	15	24,438.08	30,578.93	36,719.78
610	CUSTODIAN			N	G	15	24,438.08	30,578.93	36,719.78
240	PERMIT SERVICE CLERK			N	G	15	24,438.08	30,578.93	36,719.78
382	LANDSCAPE/GROUNDS TECH I			N	G	16	25,691.31	32,082.82	38,474.30
360	MAINT WORKER/EQUIP OPERATOR I			N	G	16	25,691.31	32,082.82	38,474.30
242B	BUSINESS LICENSING SPECIALIST			N	G	17	26,944.53	33,712.02	40,479.49
108	METER READER			N	G	17	26,944.53	33,712.02	40,479.49
153	RECORDS SPECIALIST			N	G	17	26,944.53	33,712.02	40,479.49
525	SUMMER FOOD COORDINATOR			N	G	17	26,944.53	33,712.02	40,479.49
120	ADMINISTRATIVE SPECIALIST I			N	G	18	28,323.11	35,341.23	42,359.33
190	CSA/ PARKING OPERATIONS SPEC			N	G	18	28,323.11	35,341.23	42,359.33
180	CUSTOMER SERVICE REPRESENTATIVE			N	G	18	28,323.11	35,341.23	42,359.33
191	PARKING ENFORCEMENT OFFICER			N	G	18	28,323.11	35,341.23	42,359.33
390	CEMETARY CARETAKER			N	G	19	29,701.65	37,095.76	44,489.83
381	LANDSCAPE/GROUNDS TECH II			N	G	19	29,701.65	37,095.76	44,489.83
361	MAINT WORKER/EQUIP OPERATOR II			N	G	19	29,701.65	37,095.76	44,489.83
385	PARKS AND GROUNDS TECHNICIAN			N	G	19	29,701.65	37,095.76	44,489.83
102	ACCOUNTING TECHNICIAN II			N	G	20	31,205.54	39,351.58	47,497.59
121	ADMINISTRATIVE SPECIALIST II			N	G	20	31,205.54	39,351.58	47,497.59
410	UTILITIES MECHANIC I			N	G	20	31,205.54	39,351.58	47,497.59
329	CREW LEADER			N	G	21	32,834.75	41,419.42	50,004.07
330	CREW LEADER CSA/BEACH/MARINA			N	G	21	32,834.75	41,419.42	50,004.07
383	LANDSCAPE/GROUNDS TECH III			N	G	21	32,834.75	41,419.42	50,004.07
110	ADMINISTRATIVE ASSISTANT			N	G	22	34,338.64	43,361.92	52,385.21
115	COMPLIANCE OFFICER			N	G	22	34,338.64	43,361.92	52,385.21
241	PERMIT SERVICE SPECIALIST			N	G	22	34,338.64	43,361.92	52,385.21
350	TRADES MECHANIC II			N	G	22	34,338.64	43,361.92	52,385.21
432	TREATMENT PLANT OPERATOR (C)			N	G	22	34,338.64	43,361.92	52,385.21
510	BEACH LIFEGUARD			N	G	23	36,093.16	45,555.08	55,017.01
380	IRRIGATION MECHANIC			N	G	23	36,093.16	45,555.08	55,017.01
412	UTILITIES MECHANIC II - DISTRIBUTION			N	G	23	36,093.16	45,555.08	55,017.01
103	ACCOUNTING SPECIALIST			N	G	24	37,847.69	47,810.91	57,774.12
111	ADMINISTRATIVE COORDINATOR			N	G	24	37,847.69	47,810.91	57,774.12
114	BUSINESS LICENSING COORDINATOR			N	G	24	37,847.69	47,810.91	57,774.12
205A	CODE COMPLIANCE COORDINATOR			N	G	24	37,847.69	47,810.91	57,774.12
194	DOCKMASTER			N	G	24	37,847.69	47,810.91	57,774.12
700	FLEET MECHANIC			N	G	24	37,847.69	47,810.91	57,774.12
711	INSPECTION COORDINATOR			N	G	24	37,847.69	47,810.91	57,774.12
710	PERMIT COORDINATOR			N	G	24	37,847.69	47,810.91	57,774.12
150	REVENUE COORDINATOR			N	G	24	37,847.69	47,810.91	57,774.12
411	UTILITIES MECHANIC II - SEWER			N	G	24	37,847.69	47,810.91	57,774.12
215	CODE COMPLIANCE INSPECTOR			N	G	25	39,852.87	50,254.70	60,656.56
414	MAINTENANCE WORKER/EQUIPMENT OPERATOR III			N	G	25	39,852.87	50,254.70	60,656.56
511	SUPERVISOR, BEACH LIFEGUARDS DELETED			N	G	25	39,852.87	50,254.70	60,656.56
431	TREATMENT PLANT OPERATOR (B)			N	G	25	39,852.87	50,254.70	60,656.56
112	PLANNING ASSOCIATE			N	G	26	41,858.03	52,823.84	63,789.66
720	UTILITIES MECHANIC III, SEWER			N	G	26	41,858.03	52,823.84	63,789.66
300	FLEET MECHANIC/SERVICE COORDINATOR			N	G	27	43,863.22	55,392.99	66,922.73
105b	PURCHASING & CONTRACTS COOR			N	G	28	46,119.04	58,776.72	71,434.37
320	TRADES MAINTENANCE SUPERVISOR			N	G	28	46,119.04	58,776.72	71,434.37
201	BUILDING INSPECTOR			N	G	29	48,374.86	61,721.81	75,068.76
210	CHIEF ELECTRICAL INSPECTOR			N	G	31	53,387.80	68,050.64	82,713.50

NOTE: BOLDDED POSITIONS ARE NO LONGER RECOGNIZED

APPENDIX B

440.101 Legislative intent; drug-free workplaces.—

(1) It is the intent of the Legislature to promote drug-free workplaces in order that employers in the state be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. It is further the intent of the Legislature that drug abuse be discouraged and that employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits.

(2) If an employer implements a drug-free workplace program in accordance with s. 440.102 which includes notice, education, and procedural requirements for testing for drugs and alcohol pursuant to law or to rules developed by the Agency for Health Care Administration, the employer may require the employee to submit to a test for the presence of drugs or alcohol and, if a drug or alcohol is found to be present in the employee's system at a level prescribed by rule adopted pursuant to this act, the employee may be terminated and forfeits his or her eligibility for medical and indemnity benefits. However, a drug-free workplace program must require the employer to notify all employees that it is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body and, if an injured employee refuses to submit to a test for drugs or alcohol, the employee forfeits eligibility for medical and indemnity benefits.

History.—s. 12, ch. 90-201; s. 12, ch. 91-1; s. 8, ch. 93-415; s. 2, ch. 96-289; s. 1049, ch. 97-103.

440.102 Drug-free workplace program requirements.—The following provisions apply to a drug-free workplace program implemented pursuant to law or to rules adopted by the Agency for Health Care Administration:

(1) DEFINITIONS.—Except where the context otherwise requires, as used in this act:

(a) "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.

(b) "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

(c) "Drug" means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.

(d) "Drug rehabilitation program" means a service provider, established pursuant to s. 397.311(33), that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

(e) "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

(f) "Employee" means any person who works for salary, wages, or other remuneration for an employer.

(g) "Employee assistance program" means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and followup services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers pursuant to s. 397.311(33).

(h) "Employer" means a person or entity that employs a person and that is covered by the Workers' Compensation Law.

(i) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

(j) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test. For a public employer, "job applicant" means only a person who has applied for a special-risk or mandatory-testing position.

(k) "Medical review officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

(l) "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

(m) "Public employer" means any agency within state, county, or municipal government that employs individuals for a salary, wages, or other remuneration.

(n) "Reasonable-suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

(o) "Mandatory-testing position" means, with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

(p) "Special-risk position" means, with respect to a public employer, a position that is required to be filled by a person who is certified under chapter 633 or chapter 943.

(q) "Specimen" means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

(2) DRUG TESTING.—An employer may test an employee or job applicant for any drug described in paragraph (1)(c). In order to qualify as having established a drug-free workplace program under this section and to qualify for the discounts provided under s. 627.0915 and deny medical and indemnity benefits under this chapter, an employer must, at a minimum, implement drug testing that conforms to the standards and procedures established in this section and all applicable rules adopted pursuant to this section as required in subsection (4). However, an employer does not have a legal duty under this section to request an employee or job applicant to undergo drug testing. If an employer fails to maintain a drug-free workplace program in accordance with the standards and procedures established in this section and in applicable rules, the employer is ineligible for discounts under s. 627.0915. However, an employer qualifies for discounts under s. 627.0915 if the employer maintains a drug-free workplace program that is broader in scope than that provided for by the standards and procedures established in this section. An employer who qualifies for and receives discounts provided under s. 627.0915 must be reported annually by the insurer to the department.

(3) NOTICE TO EMPLOYEES AND JOB APPLICANTS.—

(a) One time only, prior to testing, an employer shall give all employees and job applicants for employment a written policy statement which contains:

1. A general statement of the employer's policy on employee drug use, which must identify:
 - a. The types of drug testing an employee or job applicant may be required to submit to, including reasonable-suspicion drug testing or drug testing conducted on any other basis.
 - b. The actions the employer may take against an employee or job applicant on the basis of a positive confirmed drug test result.
2. A statement advising the employee or job applicant of the existence of this section.
3. A general statement concerning confidentiality.
4. Procedures for employees and job applicants to confidentially report to a medical review officer the use of prescription or nonprescription medications to a medical review officer both before and after being tested.
5. A list of the most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. A list of such medications as developed by the Agency for Health Care Administration shall be available to employers through the department.
6. The consequences of refusing to submit to a drug test.
7. A representative sampling of names, addresses, and telephone numbers of employee assistance programs and local drug rehabilitation programs.
8. A statement that an employee or job applicant who receives a positive confirmed test result may contest or explain the result to the medical review officer within 5 working days after receiving written notification of the test result; that if an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the employer; and that a person may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.
9. A statement informing the employee or job applicant of his or her responsibility to notify the laboratory of any administrative or civil action brought pursuant to this section.
10. A list of all drugs for which the employer will test, described by brand name or common name, as applicable, as well as by chemical name.
11. A statement regarding any applicable collective bargaining agreement or contract and the right to appeal to the Public Employees Relations Commission or applicable court.
12. A statement notifying employees and job applicants of their right to consult with a medical review officer for technical information regarding prescription or nonprescription medication.

(b) An employer not having a drug-testing program shall ensure that at least 60 days elapse between a general one-time notice to all employees that a drug-testing program is being implemented and the beginning of actual drug testing. An employer having a drug-testing program in place prior to July 1, 1990, is not required to provide a 60-day notice period.

(c) An employer shall include notice of drug testing on vacancy announcements for positions for which drug testing is required. A notice of the employer's drug-testing policy must also be posted in an appropriate and conspicuous location on the employer's premises, and copies of the policy must be made available for inspection by the employees or job applicants of the employer during regular business hours in the employer's personnel office or other suitable locations.

(4) TYPES OF TESTING.—

(a) An employer is required to conduct the following types of drug tests:

1. Job applicant drug testing.—An employer must require job applicants to submit to a drug test and may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire a job applicant.
2. Reasonable-suspicion drug testing.—An employer must require an employee to submit to reasonable-suspicion drug testing.
3. Routine fitness-for-duty drug testing.—An employer must require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.
4. Followup drug testing.—If the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a followup to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require followup testing. If followup testing is required, it must be conducted at

least once a year for a 2-year period after completion of the program. Advance notice of a followup testing date must not be given to the employee to be tested.

(b) This subsection does not preclude a private employer from conducting random testing, or any other lawful testing, of employees for drugs.

(c) Limited testing of applicants, only if it is based on a reasonable classification basis, is permissible in accordance with law or with rules adopted by the Agency for Health Care Administration.

(5) PROCEDURES AND EMPLOYEE PROTECTION.—All specimen collection and testing for drugs under this section shall be performed in accordance with the following procedures:

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

(b) Specimen collection must be documented, and the documentation procedures shall include:

1. Labeling of specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results.

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

(c) Specimen collection, storage, and transportation to the testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.

(d) Each confirmation test conducted under this section, not including the taking or collecting of a specimen to be tested, shall be conducted by a licensed or certified laboratory as described in subsection (9).

(e) A specimen for a drug test may be taken or collected by any of the following persons:

1. A physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment.

2. A qualified person employed by a licensed or certified laboratory as described in subsection (9).

(f) A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

(g) Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within 5 working days after receipt of a positive confirmed test result from the medical review officer, an employer shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The employer shall provide to the employee or job applicant, upon request, a copy of the test results.

(i) Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.

(j) The employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee or job applicant; and all such

documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(k) An employer may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

(l) An employer that performs drug testing or specimen collection shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

(m) An employer shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the employer.

(n) An employer shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, an employer may select the employee assistance program or drug rehabilitation program if the employer pays the cost of the employee's participation in the program.

(o) If drug testing is conducted based on reasonable suspicion, the employer shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(p) All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) CONFIRMATION TESTING.—

(a) If an initial drug test is negative, the employer may in its sole discretion seek a confirmation test.

(b) Only licensed or certified laboratories as described in subsection (9) may conduct confirmation drug tests.

(c) All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.

(d) If an initial drug test of an employee or job applicant is confirmed as positive, the employer's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

(7) EMPLOYER PROTECTION.—

(a) An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

(b) An employer who discharges or disciplines an employee or refuses to hire a job applicant in compliance with this section is considered to have discharged, disciplined, or refused to hire for cause.

(c) No physician-patient relationship is created between an employee or job applicant and an employer or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

(d) Nothing in this section shall be construed to prevent an employer from establishing reasonable work rules related to employee possession, use, sale, or solicitation of drugs, including convictions for drug-related offenses, and taking action based upon a violation of any of those rules.

(e) This section does not operate retroactively, and does not abrogate the right of an employer under state law to conduct drug tests, or implement employee drug-testing programs; however, only those programs that meet the criteria outlined in this section qualify for reduced rates under s. 627.0915.

(f) If an employee or job applicant refuses to submit to a drug test, the employer is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or job applicant as otherwise provided in this section.

(g) This section does not prohibit an employer from conducting medical screening or other tests required, permitted, or not disallowed by any statute, rule, or regulation for the purpose of monitoring exposure of employees to toxic or other unhealthy substances in the workplace or in the performance of job responsibilities. Such screening or testing is limited to the specific substances expressly identified in the applicable statute, rule, or regulation, unless prior written consent of the employee is obtained for other tests. Such screening or testing need not be in compliance with the rules adopted by the Agency for Health Care Administration under this chapter or under s. 112.0455. A public employer may, through the use of an unbiased selection procedure, conduct random drug tests of employees occupying mandatory-testing or special-risk positions if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the department.

(h) No cause of action shall arise in favor of any person based upon the failure of an employer to establish a program or policy for drug testing.

(8) CONFIDENTIALITY.—

(a) Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

(b) Employers, laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

(c) Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.

(d) This subsection does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

(9) DRUG-TESTING STANDARDS FOR LABORATORIES.—

(a) The requirements of part II of chapter 408 apply to the provision of services that require licensure pursuant to this section and part II of chapter 408 and to entities licensed by or applying for such licensure from the agency pursuant to this section. A license issued by the agency is required in order to operate a drug-free workplace laboratory.

(b) A laboratory may analyze initial or confirmation test specimens only if:

1. The laboratory obtains a license under part II of chapter 408 and s. 112.0455(17). Each applicant for licensure and each licensee must comply with all requirements of this section, part II of chapter 408, and applicable rules.
2. The laboratory has written procedures to ensure the chain of custody.
3. The laboratory follows proper quality control procedures, including, but not limited to:
 - a. The use of internal quality controls, including the use of samples of known concentrations which are used to check the performance and calibration of testing equipment, and periodic use of blind samples for overall accuracy.

- b. An internal review and certification process for drug test results, conducted by a person qualified to perform that function in the testing laboratory.
 - c. Security measures implemented by the testing laboratory to preclude adulteration of specimens and drug test results.
 - d. Other necessary and proper actions taken to ensure reliable and accurate drug test results.
- (c) A laboratory shall disclose to the medical review officer a written positive confirmed test result report within 7 working days after receipt of the sample. All laboratory reports of a drug test result must, at a minimum, state:
- 1. The name and address of the laboratory that performed the test and the positive identification of the person tested.
 - 2. Positive results on confirmation tests only, or negative results, as applicable.
 - 3. A list of the drugs for which the drug analyses were conducted.
 - 4. The type of tests conducted for both initial tests and confirmation tests and the minimum cutoff levels of the tests.
 - 5. Any correlation between medication reported by the employee or job applicant pursuant to subparagraph (5)(b)2. and a positive confirmed drug test result.

A report must not disclose the presence or absence of any drug other than a specific drug and its metabolites listed pursuant to this section.

(d) The laboratory shall submit to the Agency for Health Care Administration a monthly report with statistical information regarding the testing of employees and job applicants. The report must include information on the methods of analysis conducted, the drugs tested for, the number of positive and negative results for both initial tests and confirmation tests, and any other information deemed appropriate by the Agency for Health Care Administration. A monthly report must not identify specific employees or job applicants.

(10) RULES.—The Agency for Health Care Administration shall adopt rules pursuant to s. 112.0455, part II of chapter 408, and criteria established by the United States Department of Health and Human Services as general guidelines for modeling drug-free workplace laboratories, concerning, but not limited to:

- (a) Standards for licensing drug-testing laboratories and suspension and revocation of such licenses.
- (b) Urine, hair, blood, and other body specimens and minimum specimen amounts that are appropriate for drug testing.
- (c) Methods of analysis and procedures to ensure reliable drug-testing results, including standards for initial tests and confirmation tests.
- (d) Minimum cutoff detection levels for each drug or metabolites of such drug for the purposes of determining a positive test result.
- (e) Chain-of-custody procedures to ensure proper identification, labeling, and handling of specimens tested.
- (f) Retention, storage, and transportation procedures to ensure reliable results on confirmation tests and retests.

(11) PUBLIC EMPLOYEES IN MANDATORY-TESTING OR SPECIAL-RISK POSITIONS.—

- (a) If an employee who is employed by a public employer in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the employer must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.
- (b) An employee who is employed by a public employer in a special-risk position may be discharged or disciplined by a public employer for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the public employer, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

(12) DENIAL OF BENEFITS.—An employer shall deny an employee medical or indemnity benefits under this chapter, pursuant to this section.

(13) COLLECTIVE BARGAINING RIGHTS.—

- (a) This section does not eliminate the bargainable rights as provided in the collective bargaining process if applicable.

(b) Drug-free workplace program requirements pursuant to this section shall be a mandatory topic of negotiations with any certified collective bargaining agent for nonfederal public sector employers that operate under a collective bargaining agreement.

(14) APPLICABILITY.—A drug testing policy or procedure adopted by an employer pursuant to this chapter shall be applied equally to all employee classifications where the employee is subject to workers' compensation coverage.

(15) STATE CONSTRUCTION CONTRACTS.—Each construction contractor regulated under part I of chapter 489, and each electrical contractor and alarm system contractor regulated under part II of chapter 489, who contracts to perform construction work under a state contract for educational facilities governed by chapter 1013, for public property or publicly owned buildings governed by chapter 255, or for state correctional facilities governed by chapter 944 shall implement a drug-free workplace program under this section.

History.—s. 13, ch. 90-201; s. 13, ch. 91-1; s. 1, ch. 91-201; s. 4, ch. 91-429; s. 9, ch. 93-415; s. 3, ch. 95-119; s. 3, ch. 96-289; s. 284, ch. 96-406; s. 198, ch. 96-410; s. 1050, ch. 97-103; s. 99, ch. 97-264; s. 3, ch. 99-186; s. 14, ch. 2000-320; s. 1, ch. 2002-14; s. 5, ch. 2002-78; s. 16, ch. 2002-194; s. 8, ch. 2002-196; s. 51, ch. 2003-1; s. 60, ch. 2004-5; s. 7, ch. 2005-55; s. 178, ch. 2007-230; s. 1, ch. 2009-127; s. 49, ch. 2009-132; s. 2, ch. 2012-8; s. 3, ch. 2013-141.

APPENDIX "C"

CBA Title	Active (A)/Inactive(I)	Current Title
ACCOUNTING SPECIALIST	A	UTILITY BILLING SPECIALIST
ACCOUNTING TECHNICIAN I & II	A	UTILITY CUSTOMER SERVICE TECHNICIAN
ADMINISTRATIVE COORDINATOR	A	ADMINISTRATIVE COORDINATOR CODE COMPLIANCE COORDINATOR INSPECTION COORDINATOR PERMIT COORDINATOR
ADMINISTRATIVE SPECIALIST I & II	A	ADMINISTRATIVE SPECIALIST I ADMINISTRATIVE SPECIALIST II
ADMINISTRATIVE TECHNICIAN	A	ADMINISTRATIVE TECHNICIAN
ADMINISTRATIVE ASSISTANT	A	ADMINISTRATIVE ASSISTANT
BUILDING INSPECTOR	A	BUILDING INSPECTOR
CEMETERY CARETAKER	A	CEMETERY CARETAKER
CHIEF ELECTRICAL INSPECTOR	I	
CHIEF PLUMBING INSPECTOR	I	
CUSTOMER SERVICE REP	I	
CUSTODIAN	A	BEACH CUSTODIAN
CSA/PARKING ENFORCEMENT SPECIALIST	A	PARKING ENFORCEMENT OFFICER
CREW LEADER	I	
CODE INSPECTOR	A	CODE COMPLIANCE INSPECTOR
FLEET MECHANIC/SERVICE COORDINATOR	A	FLEET MECHANIC
GRANTS COORDINATOR	I	
IRRIGATION MECHANIC	A	IRRIGATION MECHANIC
LANDSCAPE GROUNDS TECH I & II	A	LANDSCAPE/GROUNDS TECH I LANDSCAPE/GROUNDS TECH II LANDSCAPE/GROUNDS TECH III
MAINTENANCE WORKER/EQUIPMENT OPERATOR I, II, & III	A	MAINTENANCE WORKER/EQUIPMENT OPERATOR I MAINTENANCE WORKER/EQUIPMENT OPERATOR II MAINTENANCE WORKER/EQUIPMENT OPERATOR III
MARINE SAFETY LIEUTENANT	I	
MARINE SAFETY OFFICER	I	
METER READER	I	
OCCUPATIONAL LICENSING COORDINATOR	A	REVENUE COORDINATOR
PAYROLL & BENEFITS COORDINATOR	I	
PERMIT SERVICE SPECIALIST	A	PERMIT SERVICE SPECIALIST
PERMIT SERVICE CLERK	I	
PLANNING ASSOCIATE	A	PLANNING ASSOCIATE
POOL LIFEGUARD	A	BEACH LIFEGUARD
PURCHASING AGENT	I	

PURCHASING & CONTRACT COORDINATOR	I	
RECREATION ASSISTANT I & II	A	RECREATION ASSISTANT
RECREATION ATTENDANT	I	
RECREATION LEADER	I	
TECHNICAL SUPPORT SPECIALIST	I	
TRADES MAINTENANCE SUPERVISOR	I	
TRADES MECHANIC I & II	A	FACILITIES MAINTENANCE TECHNICIAN
TREATMENT PLANT OPERATOR TRAINEE	I	
TREATMENT PLANT OPERATOR B	A	TREATMENT PLANT OPERATOR B
TREATMENT PLANT OPERATOR C	A	TREATMENT PLANT OPERATOR C
UTILITIES SERVICE WORKER	I	
UTILITIES MECHANIC	A	UTILITIES MECHANIC II - DISTRIBUTION
		UTILITIES MECHANIC III - SEWER
NONE	A	PARKS & GROUND TECHNICIAN