

# **MEMORANDUM OF UNDERSTANDING**

**Between  
The City of Lake Worth Beach  
And  
The Public Employees Union**

WHEREAS, the Public Employees Union ("PEU") ratified a tentatively agreed collective bargaining agreement with the City of Lake Worth Beach ("City") on November 30, 2021;

WHEREAS, since the date of ratification, unprecedented staffing challenges have arisen within the Refuse department specifically relating to qualified CDL commercial drivers governed by the Department of Transportation;

WHEREAS, the City's Refuse department has utilized temporary staffing assistance from other departments within Public Works and other means to provide appropriate levels of service, the staffing challenges within the state and nationally have compounded the difficulty in recruiting qualified CDL commercial drivers;

WHEREAS, PEU recognizes the importance of providing appropriate levels of service and desires to work with the City in implementing temporary changes to address this critical need.

NOW THEREFORE, in consideration of the mutual promises, the PEU and City agree to the following notwithstanding any contrary provisions in the collective bargaining agreement, City policies, or job descriptions:

- A. To incentivize becoming a CDL commercial driver, from the date of ratification of this MOU by both parties until September 30, 2024:
1. Employees in the classification of Refuse Collector may apply for the position of Equipment Operator 2 without meeting the minimum requirement of holding a current State of Florida CDL Class B license.
  2. Refuse Collectors who are selected for the Equipment Operator 2 position shall temporarily remain in the Refuse Collector position and must obtain a valid State of Florida CDL Class B license within six (6) months of selection for the Equipment Operator 2 position. Upon obtaining the CDL, the promotion to Equipment Operator 2 shall become effective.
  3. Refuse Collectors who are selected for the Equipment Operator 2 position will be provided one (1) opportunity during the six (6) month period to attend a CDL driver school with the City selecting the school and paying for the cost of the school and the test, subject to the terms below and executing the Promissory Note attached as Exhibit A, which includes:
    - a. Attending all educational and training sessions required by the course provider;
    - b. Remaining employed by the City for one (1) calendar year after obtaining the CDL license to avoid repayment of the cost of the class and test. If a Refuse Collector selected for Equipment Operator 2 pending obtaining a CDL license under these provisions does not obtain the CDL license within six (6) months, the employee shall remain a Refuse Collector and the employee shall nevertheless be required to remain in the City's employment for one (1) calendar year after the date of the test to avoid repayment.
  4. Any coursework or training that occurs during the work day, up to a maximum of three (3) hours per week, shall be considered work time within the task schedule. Any coursework or training that



occurs in excess of three (3) hours during the workweek is not considered work time and shall be scheduled when the employee is off-duty or the employee may use vacation leave upon approval of the supervisor.

5. External candidates who do not have the required CDL license at the time of application or hire will be hired initially as a Refuse Collector and will similarly be provided six (6) months to obtain a valid State of Florida CDL Class B license and shall be subject to the terms of Paragraphs 3, 4 and Exhibit A of this Memorandum of Understanding. However, such external candidates who do not obtain the CDL license within the six (6) months may be terminated if they are not selected to remain a Refuse Collector in the City's sole discretion. The external candidates within their probationary period are not eligible to utilize the grievance procedure or arbitration to challenge the City's decision.

B. To incentivize employees within Public Works to temporarily assist when staffing shortages occur in the Refuse department, from the date of ratification of this MOU by both parties until September 30, 2024:

1. PEU employees within Public Works who would not otherwise receive a temporary increase in pay to assume the role of Refuse Worker, Equipment Operator 2, or Equipment Operator 3 for any period of time, shall receive a 5% increase in base pay for all hours worked in the position of Refuse Worker, Equipment Operator 2, or Equipment Operator 3.


C. This MOU shall automatically expire at midnight on September 30, 2024.


This Memorandum of Understanding was ratified by the PEU membership on \_\_\_\_\_, 2022 and by the City Commission on \_\_\_\_\_, 2022.

**CITY OF LAKE WORTH BEACH:**

**PUBLIC EMPLOYEES UNION:**

By: \_\_\_\_\_  
Betty C. Resch  
Mayor of the City of Lake Worth Beach

By:   
Henry Santana, PEU/PMSA  
Administrative Organizer and Chief Negotiator

By:   
Evanna Stephenson, PEU/PMSA  
Lead Delegate



**EXHIBIT A**  
**PROMISSORY NOTE**  
**Lake Worth Beach, Florida**

**Employee Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

By signing I agree to the following:

I have read, understand, and agree to comply with the provisions of the Memorandum of Understanding relating to the paid CDL course.

I also understand that if I voluntarily or involuntarily separate from the employment for any reason other than reduction in force or due to circumstances beyond my control within one (1) year of receipt of the CDL license or of taking the last test, whichever is later, the agreed amount of the cost of the CDL course and test will be considered only a loan. Accordingly, I will be required to reimburse the CDL course and test expense in full prior to my last date of employment, or through such other collection means as the City deems appropriate.

As such, I hereby give the City of Lake Worth Beach ("City" or "Holder") an express lien on all salaries, wages and other sums payable to me by the City for the purpose of securing the City for the payment of any amount which may become due from me and have executed this promissory note for amounts due if the cost is to be considered only a loan. I further hereby authorize the City to deduct said amount from any sums payable to me for salaries, wages, accrued leave balances, and expense reimbursement or otherwise. Moreover, I specifically authorize the City to retain sums payable to me in the form of salaries, wages and other sums on or before issuance of my final paycheck.

If the terms of the MOU are not fulfilled by the employee, the undersigned employee (referred to as "Maker") promises to pay to the order of the City of Lake Worth Beach, Florida (referred to as "Holder") the principal sum \_\_\_\_\_ and 00/100 Dollars (\$xxx.xx), together with interest thereon at a rate equal to zero percent (0%) per annum, with all outstanding principal and interest thereon due and payable in full in accordance with the terms of this Note on or before  
(the "Maturity Date"), not to exceed one (1) year from the date of separation.

Principal and interest shall be payable in lawful money of the United States of America and in such place as Holder may designate in writing on the following dates and in the following Manner:

If any payment hereunder is not received at the following address: City of Lake Worth Beach, 7 North Dixie Highway, Lake Worth Beach FL, 33460, within three (3) days after it is due, Makers shall pay to Holder a late charge equal to five percent (5%) of the late payment.

If default be made in the payment of any sums or interest mentioned herein within five (5) days next after the same becomes due, or in the performance of any of the agreements contained herein, or in the said Agreement, then the entire outstanding principal sum and accrued interest shall at the option of the Holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

The Maker agrees to pay the Holder hereof reasonable attorneys' fees and costs incurred by counsel employed to collect this Note, whether or not suit be brought, and whether incurred in collection, trial, appeal, post judgment proceedings, bankruptcy proceedings or otherwise, and to indemnify and hold Holder harmless against liability for the payment of state documentary stamp taxes, intangible taxes or other taxes (including interest and penalties, if any, but not including the Holder's obligation to pay state or federal income taxes arising out of its receipt of income from this loan), which may be determined to be payable with respect to this transaction.

The remedies of Holder as provided herein and in any other documents governing or securing the repayment hereof, shall be cumulative and concurrent, and may be pursued singly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefore shall arise. No act of omission or commission of Holder, including specifically any failure to exercise any right, remedy or recourse, shall be effective, unless set forth in a written document executed by Holder, and then only to the extent specifically recited therein. A waiver or release with reference to one event shall not be construed as continuing, as a bar to, or as a waiver or release of any subsequent right, remedy or recourse as to any subsequent event.

The correct legal address of the Maker of this Note is \_\_\_\_\_, and is the address to be used for any legal notice. The Maker agrees to inform the Holder of any changes of this address in writing within ten (10) business days of such change.

The Maker and endorser waives presentment, protest, notice of protest and notice of dishonor.

This Note shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding on the heirs,



personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, Maker, intending to be legally bound hereby, has duly executed this Note, under seal, as of the day and year first above written.

\_\_\_\_\_  
EMPLOYEE SIGNATURE (MAKER)

\_\_\_\_\_  
DATE

### Certificate of Acknowledgment of Notary Public

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public – State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_