

# CITY OF FORT PIERCE - OFFICE OF THE CITY ATTORNEY

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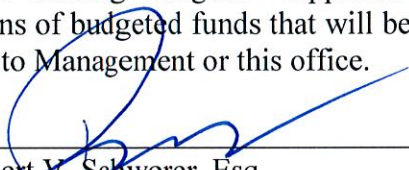
## MEMORANDUM

**TO:** Fort Pierce Mayor & Commissioners  
**FROM:** Robert V. Schwerer, Esq., City Attorney  
**SUBJECT:** Settlement Agreement – Teamsters Local 769  
**DATE:** March 27, 2014

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Attached is a Settlement Agreement and Memorandum of Understanding which encompasses the agreements reached by Management and Teamsters Local 769 in the recent Arbitration case. Management reports that funding for retroactive wages and wage increases through the end of this fiscal year will come from existing budgets. Approval by the Commission is a housekeeping matter due to reallocations of budgeted funds that will be used to comply with the settlement. Please direct any questions to Management or this office.



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Robert V. Schwerer, Esq.  
City Attorney

Enclosure

RVS/cf

cc: Robert J. Bradshaw, City Manager  
Nick Mimms, Deputy City Manager  
Gloria Johnson, Finance Director  
Linda Cox, City Clerk

**SETTLEMENT AGREEMENT  
AND MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT is made this 25 day of March, 2014, by and between the CITY OF FORT PIERCE, FLORIDA, a Florida Municipal Corporation (hereafter "CITY"), and TEAMSTERS LOCAL 769, a Collective Bargaining Group (hereafter "TEAMSTERS").

**WITNESSETH**

WHEREAS, Teamsters Local 769 and the City are involved in an arbitration proceeding hearing over the issue of a wage adjustment allegedly required by a parity clause in Article 22(b) of the Teamster's current Collective Bargaining Agreement ("the CBA"); and

WHEREAS, both the Teamster's and City wish to arrive at an amicable resolution of this wage dispute without the need for a further hearing; and

WHEREAS, upon approval of this Settlement Agreement and Memorandum of Understanding ("Agreement"), the parties intend to be legally bound by all of the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby stipulate and agree as follows:

1. The effective date ("Effective Date") of this Agreement shall be the date the last of the parties hereto shall have formally approved this Agreement, but no later than April 21, 2014.

2. The parties agree that the City shall increase Teamster's Bargaining Unit Employees wages by two and eight-tenths (2.8%) percent effective January 1, 2013 for all bargaining unit members employed and on the payroll as of the Effective Date of this Agreement. Unit members who are topped out in their respective pay grade or wage position shall receive a one-time longevity bonus equal to two and eight-tenths (2.8%) percent of their annual pay.

3. This Agreement resolves any and all issues arising from, which were brought, or could have been brought in that certain Arbitration FMCS Case No.: 13-57358-39 (Wage Increase – Class Action), which action shall be deemed dismissed with prejudice upon the Effective Date of this Agreement, and the Teamster's hereby release the City from any and all claims presented by said arbitration except as provided herein.

4. The Teamsters and the City further agree that this Agreement concludes all negotiations and resolves any and all CBA and open contract issues though and including FY 2013-2014.

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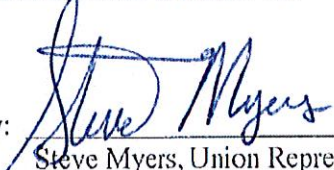
5. Each party to this Agreement shall bear their own attorney's fees and costs incurred with the negotiation and drafting of this Agreement and the arbitration proceeding referenced above, and further agree to that each shall pay one-half of the arbitrator's fees to be billed separately to each party.

IN WITNESS WHEREOF, the parties have hereunto set their hands in seals on the date and year first written above.

**CITY OF FORT PIERCE, FLORIDA**  
a Florida Municipal Corporation

By:   
Robert J. Bradshaw, City Manager

**TEAMSTERS LOCAL 769**

By:   
Steve Myers, Union Representative