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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF MIRAMAR
AND
THE GENERAL ASSOCIATION OF MIRAMAR EMPLOYEES

Years: 10/01/2021 to 09/30/2024

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ARTICLE 1

Preamble

This Agreement is entered into by and between the CITY of Miramar, a Florida Municipal Corporation, hereinafter referred to as "THE CITY" or "CITY" or "EMPLOYER" and the General Association of Miramar Employees, Office and Professional Employees International Union, Local 101, as bargaining agent for the Unit (as defined in Article 2, Section 2, of this Agreement) hereinafter referred to as "G.A.M.E." or "BARGAINING UNIT" or "EMPLOYEES", for the purpose of promoting harmonious relations between the CITY and G.A.M.E. to establish an orderly and peaceful procedure for settling differences which might arise between the parties hereto and set forth the basic and full agreement between the parties concerning the wages, hours of work, and other conditions of employment of the employees covered by this Agreement.

ARTICLE 2

Recognition

Section 1. The CITY recognizes the General Association of Miramar Employees (G.A.M.E.) as the exclusive collective bargaining agent for the purpose of representing and presenting proposals relative to wages, hours of work and other conditions of employment for the employees of the G.A.M.E. Bargaining Unit, as hereinafter described.

Section 2. The G.A.M.E. Bargaining Unit shall consist and include, regular full time and part time employees in the classifications listed in the most recent Public Employees Relations Commission (PERC) certification and any subsequent amendments made by PERC.

All other classifications are excluded from the G.A.M.E. Bargaining Unit, as well as temporary employees, Seasonal employees and Volunteers.

Section 3. For the purpose of this Agreement, the term "bargaining unit employee" ('s), "member" ('s), and "employee" ('s) shall be synonymous.

Section 4. Application to part-time employees. Regular part-time employees in the bargaining unit shall not be eligible for any fringe benefits under this Agreement, including but not limited to leave of absences, holidays, vacations, and insurance, except as otherwise provided elsewhere in this Agreement.

ARTICLE 3

Management Rights

Section 1. G.A.M.E. recognizes the right of the CITY to operate, manage and direct all affairs of all departments within the CITY, except as otherwise provided elsewhere in this Agreement, and in accordance with the provisions of the Florida Statutes including the following rights:

- (a) To exercise control to manage, direct, and supervise all employees of the CITY.
- (b) To hire, promote, reclassify, transfer, schedule, train, assign and retain employees in positions with the CITY and to establish procedures therefor.
- (c) To suspend, demote, discharge, lay off, or take other disciplinary action against employees for JUST CAUSE, in accordance with this Collective Bargaining Agreement, the CITY's Personnel Policies and Regulations, procedures and departmental policies.
- (d) To maintain the efficiency of the operations of all departments in the CITY.
- (e) To determine the structure and organization of CITY government, including the right to supervise, expand, consolidate or merge any department, and to alter, combine, eliminate, or reduce any division thereof. The right of contracting or subcontracting is vested in the CITY. The right to contract or subcontract shall not be used for the purpose or intention of undermining G.A.M.E., nor to discriminate against any of its members

- (f) To determine the number of all employees who shall be employed by the CITY, the job description, activities, assignments, and the number of hours and shifts to be worked per week, including starting and quitting time of all employees.
- (g) To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position. The City agrees to meet with G.A.M.E. representatives at least once every three (3) years to review positions city-wide to determine whether the G.A.M.E. bargaining unit description should be clarified pursuant to a Florida Public Employees Relations Commission (PERC) petition.
- (h) To set its own standards for services to be offered to the public.
- (i) To determine the location, methods, means and personnel by which operations are to be conducted.
- (j) To determine what uniforms the employees are required to wear while on duty.
- (k) To set procedures and standards to evaluate CITY employees job performance.
- (l) To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions, in compliance with Article 11, Section 1.

Section 2. The CITY shall have the right to formulate all departmental policies and procedures including rules and regulations, which do not conflict with this Collective Bargaining Agreement, which will serve as a guide for the conduct, responsibilities, and duties of all Employees covered by this Agreement. The use, location, operation, including care and maintenance of any equipment or property of the CITY used by the Employees covered by this Agreement, shall be subject to the exclusive direction and control of the CITY.

Section 3. Any right, privilege, or function of the CITY, not released or modified by the CITY in this Agreement, shall remain with the CITY. Should the CITY fail to exercise its rights in any of the above functions, from time to time, this shall not be construed or deemed a waiver of the CITY's prerogative to exercise any or all rights of functions listed herein provided that rules and regulations that have not been enforced shall be posted or otherwise brought to the attention of the Employee and reasonable notice to the Employee that the terms will be enforced.

Section 4. The parties to this Agreement agree that the CITY Commission of Miramar has the authority and is the final authority in determining the purpose and direction and policy of the CITY and the amount of the budget to be adopted by the CITY.

Section 5. Nothing in this agreement shall be interpreted as waiving any rights established by Chapter 447, Florida Statutes, and the Public Employees Relations Act.

ARTICLE 4

Non-Discrimination

Section 1. The CITY and G.A.M.E. agree not to discriminate against any employee covered by this Agreement because of age, sex, marital status, race, color, creed, national origin, political or religious affiliation, sexual preference or disability. Discretion will be exercised by the City in a fair and equitable manner that does not constitute discrimination against the employee because of age, sex, marital status, race, color, creed, national origin, political or religious affiliation, sexual preference or disability.

Section 2. The parties agree not to interfere with the rights of employees to become members of G.A.M.E., or to refrain from such activities and that there shall be no discrimination, interference, restraint or coercion by the parties against any employee because of membership or non-membership or because of any employee activity in an official capacity on behalf of G.A.M.E.

Section 3. All references to employees in this Agreement designate both sexes.

Section 4. The CITY will not discriminate, harass, or take any adverse action against any employee who brings to the attention of any CITY managerial employee or official, information or action that the employee believes is illegal, improper or unethical arising out of the CITY.

ARTICLE 5

Dues Check Off

Section 1. G.A.M.E. employees may authorize payroll deductions for purpose of paying Union dues with no charge to the employee or to G.A.M.E. No authorization shall be allowed for payment of initiation fees, assessments, or fines. The procedure which shall be followed by all employees in authorizing deductions for G.A.M.E. dues shall be for each employee to execute a written/electronic signed authorization form. Payroll deductions shall be revocable at any time by the employee notifying the CITY and G.A.M.E. in writing, by certified mail, return receipt requested, or by a separate cancellation notice provided to the CITY and signed by the employee. The payroll deduction cancellation shall be effective thirty (30) days after receipt of notice revocation. G.A.M.E. shall be mailed cancellation notification prior to its effectuation.

Section 2. Upon notification from the G.A.M.E President or G.A.M.E. Board of dues increase, G.A.M.E. shall notify the CITY at least thirty (30) days prior to the effective date of the dues increase. A letter from G.A.M.E. regarding a dues increase shall be authorization to increase the individual deductions for members.

G.A.M.E. may have a different dues rate for full time and regular part-time employees.

Section 3. G.A.M.E. will indemnify and hold the CITY harmless against any claims made and against any suits instituted against the CITY on account of payroll deductions of G.A.M.E. dues. G.A.M.E. and the City, agrees to use its best efforts

to refund or pay any amounts paid or not paid to G.A.M.E. or the City in error through payroll deduction within fourteen (14) days of presentation of proper evidence of over- or under- payment.

Section 4. The Employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate G.A.M.E. dues. When a member in good standing of G.A.M.E. is on nonpaying status for an entire pay period, no G.A.M.E. dues deduction will be made to cover that pay period from future earnings. In the case of an employee who is in nonpaying status during only part of the pay period, and the wages are not sufficient to cover the full withholding deductions, no deduction shall be made. In this instance, all legal and required deductions have priority over G.A.M.E. dues.

Section 5. When a G.A.M.E. employee has been suspended or discharged and subsequently returned to work, with full or partial back pay, the City shall in the manner outlined in Section 1 above, deduct the Union membership dues that are due and owing for the period for which the employee receives back pay.

Section 6. The CITY will transfer and pay all dues collected in accordance with this Article on a bi-weekly basis to G.A.M.E. and upon proof that the CITY has not collected the correct amount of money, the CITY shall use its best efforts to transfer to G.A.M.E., within ten (10) days following notification, all dues which should have been deducted in accordance with this Agreement.

Section 7. The Employer shall deduct from the wages of every employee who submits a voluntary authorization form, an amount designated by such employee for contribution to the OPEIU J.B. Moss Voice of the Electorate (VOTE) Fund. The

voluntary authorization form will be provided to each employee by G.A.M.E. Such deductions shall be made on the same date that employees receive their regular pay, which is the same date that the Union dues are deducted. Each such authorization shall remain in effect until revoked by the employee in accordance with the terms therein and applicable law. The deductions referenced in this section shall be deducted from the employees' pay and transmitted to G.A.M.E.

ARTICLE 6

Holidays

Section 1. The CITY shall conform to the below-listed schedule of paid holidays:

New Year's Eve Day 1/2 Day	Labor Day
New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Eve Day 1/2 Day
Christmas Day	President's Day
Martin Luther King's Birthday	Veteran's Day
5 Floating Holidays	Juneteenth Day

Section 2.

If an employee works on a City-observed holiday, then the City shall pay holiday pay at the rate of two and a half (2 ½) times the employee's regular rate of pay. This holiday pay will be paid and provided for all hours worked on said holiday and will be in addition to the straight time pay for scheduled hours on the City-observed holiday. If the employee was not scheduled to work on said holiday, call-back pay is also applicable to Holiday pay.

Section 3. In the event that an official holiday is observed during an employee's vacation, or while on sick leave, the employee shall not have that holiday charged against his or her sick or vacation leave.

Section 4. The CITY reserves the right to require employees to work on certain holidays when needed.

Section 5. With the exception of New Year's Eve ½ day, New Year's Day, Christmas Eve Day ½ day, Christmas Day, Thanksgiving Day, and Day after Thanksgiving, when a holiday falls on Saturday, the previous Friday will be observed, and if the holiday falls on Sunday, Monday will be observed. For employees whose regularly scheduled work week requires them to work Saturday and/or Sunday, holidays which fall on their first scheduled day off will be observed the day before and holidays which fall on their second day off will be observed the day after. If any of the above holidays fall on an employee's regular day off other than Saturday or Sunday, the holidays which fall on their first scheduled day off will be observed the day before and holidays which fall on their second day off will be observed the day after.

Thanksgiving Day and the Day after Thanksgiving will be observed on the days that the City observes the holiday. If Thanksgiving Day and the Day after Thanksgiving falls on an employee's regularly scheduled day off, the employee will receive a floating holiday equal to the number of hours the employee is regularly scheduled.

New Year's Eve ½ day, New Year's Day, Christmas Eve Day ½ day, Christmas Day will be observed on the days that the City observes the holiday. For those years that New Year's Eve ½ day and Christmas Eve ½ day fall on a Thursday and New Year's Day and Christmas Day fall on a Friday, and the Friday is an employee's regularly scheduled day off, the employee will receive a floating holiday equal to the number of hours the employee is regularly scheduled.

Section 6. To be eligible for a floating holiday, during their first year of employment, a new employee's date of hire must not be later than June 30th. The floating holidays are to be used in the fiscal year they are accrued. In the event that a floating holiday is not

used by an employee during the fiscal year, it shall not be carried into the next fiscal year.

ARTICLE 7

Uniforms

Section 1. The CITY will determine the manner in which uniforms will be worn and provided.

Section 2. The CITY agrees to provide five (5) clean uniforms, weekly, to those employees who are required to wear uniforms in the performance of their duties.

Section 3. The CITY agrees to provide a uniform maintenance allowance, pay of \$650.00 annually to the Code Compliance Officers, the civilian employees of the Police and Fire Departments, Public Works and Utilities. The allowance will be paid only to those employees who are required, by a Department Director, to wear a uniform in the performance of their duties and have been employed for at least three (3) months. The payment will be made as part of each bi-weekly paycheck.

Section 4. The CITY agrees to purchase steel-toe, composite or other related American Society for Testing and Materials (ASTM) and/or American National Standards Institute (ANSI) approved safety footwear, The City will also provide an allowance of \$200.00 annually to replace standard uniform issued shoes/boots, as determined by the Safety Committee. The Safety Committee will periodically review, update and maintain a list of said positions.

Section 5. Notwithstanding Section 1, employees may wear uniform shorts if assigned to work in Parks and Recreation, Meters, Public Works, Water Plants or Code Compliance, unless the wearing of shorts compromises employee safety, as reasonably determined by the Department Director or designee.

Section 6. Employees voluntarily terminating their employment with the City or whose

employment with the City has been terminated by the City, shall be required to return all issued uniforms.

ARTICLE 8

Mileage Allowance

Section 1. An employee approved by the CITY to use a personal motor vehicle in performance of job-related duties shall be reimbursed for mileage traveled at the rate provided for by Chapter 112, Florida Statutes, Section 112.061 (7) (d) 1. Examples of job-related duties include but are not limited to: educational training; seminars; overtime/call-back; disaster/emergency events; and pick up of work supplies. Each of the aforementioned activities (and any other job-related duties not listed herein for which an employee seeks mileage reimbursement) must have been requested and approved in advance by the employee's Department Director or his/her designee and must be related to the employee's job.

ARTICLE 9

No Strike Provisions

Section 1. G.A.M.E. agrees that, under no circumstances shall there be any work stoppage, strike, sympathy strike, safety strike, jurisdictional dispute, walk-out, sit-down, stay-in, sick-out, or any other concerted failure or refusal to perform assigned work for any reason whatsoever, or picketing in furtherance of any of the above-prohibited activities, nor shall any bargaining unit personnel refuse to cross any picket line at any location, whether the picketing is being done by G.A.M.E. or any other employee organization.

Section 2. G.A.M.E. agrees that the CITY shall retain the right to discharge or otherwise discipline some or all of the employees participating in or promoting any of the activities enumerated in Section 1 above, and that the exercise of such rights by the CITY will not be subject to recourse under the grievance procedure. It is understood and agreed that in the event of any violation of this Article, and in addition to any other rights or remedies available to the CITY under state law, the CITY shall be entitled to seek and obtain legal or equitable relief, or both, in any court of competent jurisdiction.

Section 3. For the purpose of this Article, it is agreed that G.A.M.E. shall be responsible and liable for any act committed by its officers, agents, representatives and/or those acting in concert therewith, which act or acts constitute a violation of state law or the provisions herein.

ARTICLE 10

Layoff and Recall

Section 1. In the event the CITY determines that a layoff is to occur in a job classification, due to a lack of work or lack of funds, employees in that job classification shall be laid off on the basis of their seniority in the CITY. The employee in the affected job classification possessing the least total time with the CITY, exclusive of any breaks in service shall be the first one to be laid off.

For the purposes of this Article a break in service shall be defined as a separation from CITY employment lasting in excess of thirty (30) calendar days, other than an absence arising from an approved leave

Section 2. The CITY shall give no less than thirty (30) calendar days' notice to those employees and to G.A.M.E., who are to be laid off; however, if the notice is less than thirty (30) calendar days, then the CITY shall pay the laid off employee's wages for as many days as the notice is deficient.

Section 3. An employee who receives a layoff notice may submit a written request to the Human Resource Department within seven (7) days of receipt of the notice stating that he or she wishes to displace another employee with less seniority in the same job classification or in a lower paid classification in the same classification series, or to a previously held position provided he or she can perform work which remains available as assigned by the CITY without further training or education, other than minor orientation.

Section 4. Employees laid-off due to the exercise of bumping rights or whose positions are deleted, shall be placed on a recall list and recalled in order of seniority.

Section 5. In the event any position is deleted from the budget and later restored within eighteen (18) months, the employee who originally vacated such position due to a layoff shall have the right to be reinstated to that position. The CITY shall not subvert this section by creating a new position with substantially the same responsibilities as the position which has been abolished.

Section 6. The City will provide G.A.M.E. with the entire City recall list, bi-annually. The list will include dates of hire, dates of lay-off, classification(s) the laid off employee previously held and the name of the Department, Division and/or Office in which the employee worked on the date of the lay-off.

Section 7. A laid off employee shall be recalled if his/her former position or any other position to which he/she has recall rights opens within eighteen (18) months following the date of his or her layoff. If after eighteen (18) months, the employee has not been recalled they will be considered separated from service from the CITY.

Section 8. Laid off employees will be notified of bargaining unit vacancies which the CITY chooses to fill, by certified mail sent to the last address given to the Human Resources Department by each employee.

Section 9. If a laid off employee accepts recall to any position with the CITY, the employee retains his or her recall right to the original job for a period of eighteen (18) months. If a laid off employee refuses recall to the job classification, he or she

held at the time of layoff, his or her name shall be removed from the recall list and his or her eligibility for recall shall terminate.

Section 10. If a laid off employee fails to respond in writing within fourteen (14) calendar days of the receipt of the aforementioned notice-of-recall letter sent by return receipt mail, then he or she shall be deemed to have refused the position offered.

Section 11. If a laid off employee refuses recall to a job classification other than the one he or she held at the time of layoff, such refusal does not affect his or her eligibility to be recalled to other vacancies for the remainder of time that his or her name remains on the recall list.

Section 12. Any employee who accepts a lower paid position in lieu of layoff shall retain his or her previous rate of pay unless it exceeds the highest step (excluding longevity steps) of the rate of pay for the new position, in which case the employee shall be paid the highest applicable rate for the new position. Those employees currently in a longevity step level will be paid the highest applicable rate for the new position at the same longevity step of the lower paid position if the previous rate of pay exceeds the pay rate of the new position. Such employee shall retain his/her recall rights.

Section 13. Recall shall be done in order of seniority at time of layoff.

Section 14. In the event the CITY determines that a layoff is to occur, all temporary, seasonal and part-time employees in that job classification shall be laid off first. Furthermore, CITY will recognize city-wide seniority with regard to the rights of laid off employees to replace non-laid off temporary employees with less

seniority, provided the employee can perform the work which remains available as assigned by the CITY without further training.

ARTICLE 11

Job Descriptions and Work Rules

Section 1. The CITY shall prepare and make available for distribution job descriptions for all the classifications covered by this Agreement. Thirty (30) days prior to implementing changes or amendments to job descriptions for employees covered by this Agreement, the CITY agrees to provide G.A.M.E. written notice and a copy of the new job description. G.A.M.E. will have the opportunity to present any concerns regarding new job descriptions or changes to existing job descriptions at the Labor Management Committee meeting, or at a mutually agreeable time, within the thirty (30) days discussed above. The Human Resources Director shall make the final decision, in a fair and equitable manner, regarding new job descriptions or changes to existing job descriptions. The CITY shall not implement the changes if G.A.M.E. has not been timely notified.

Section 2. A copy of all working rules, regulations, job descriptions, and written departmental policies and standard operational procedures (SOPs) shall be provided/made available to all employees. Employees provided such copies shall be held responsible for complying with all working rules, regulations, operating procedures and written policies.

Section 3. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the CITY, may be required to perform duties not within their job description, but should also be within the realm of related duties. These duties shall bear a reasonable relationship to the duties and responsibilities currently contained herein.

ARTICLE 12

Safety

Section 1. The parties agree to be bound by applicable Federal, State, County and CITY Safety statutes, ordinances, rules and regulations relating to job safety, during the terms of this Agreement. Both City and G.A.M.E. recognize the importance of an adequate Safety Program. Safety Committee shall be established with oversight of such committee performed by the Risk Manager or his/her designee and shall meet quarterly for the purpose of establishing recommendations and ensuring the practice of safety for all employees. The Committee shall include no more than four (4) representatives of G.A.M.E. divided among the various City departments.

Section 2. G.A.M.E. and the CITY agree to collaborate in administering the CITY's best efforts to maintain a workforce reasonably free of recognizable hazards. Both parties agree to comply with all applicable Federal, State and local laws regarding safety and working conditions. Where unsafe and sub-standard conditions exist, the City will correct them to the best of their ability.

Section 3. The parties agree to meet together expeditiously, upon the request of either party, to discuss and resolve safety concerns or suggestions that relate to unsafe conditions so that the unsafe conditions are remedied.

Section 4. G.A.M.E. or the Employee shall have the right to report any unsafe working condition to their immediate supervisor, Department Director, Risk Manager, and/or HR Director, who will investigate the condition within one (1)

working day and take corrective action, if warranted, without the risk of discrimination or adverse action against them for such reporting.

ARTICLE 13

Sick Leave

Section 1. Full-time and regular part-time employees shall accrue sick leave at the rate of one (1) day of "sick leave" per month equal to the number of hours worked per day. Employees using accrued sick leave shall be charged one (1) hour for each hour of work time actually missed, with the minimum of 30 minutes charged per use.

Section 2. Sick leave accrual for new employees will begin from the first month of employment; however, new employees will not be eligible to use accrued sick leave until they have been in the employ of the CITY for three (3) consecutive calendar months. There shall be no limit on the amount of accumulation, except for pay out purposes.

Section 3. Visits to a physician or dentist are chargeable to sick leave. Sick leave will be granted to employees when they are unable to perform their duties because of sickness or injury. Proof of such sickness or injury to be supplied to the Director of the department upon request.

Section 4. In every case of absence resulting from sickness or injury, the employee's Department Director, or his/her duly authorized representative, shall be notified promptly. Failure to report such absence shall result in an absence without pay. Upon return to work, the employee shall request the use of sick leave time to his/her Department Director or designee.

Section 5. A statement from the licensed health care provider must be presented if requested by the Department Director or designee upon the employee's return to work in cases where the period of sick leave extends for more than five (5) days and may be requested for lesser periods of absence by the Department Director if the employee has demonstrated a pattern of excessive absenteeism.

Section 6. Employees shall be permitted to use up to forty (40) hours of sick leave per fiscal year when his or her absence is due to the need to provide direct care of a member of the employee's immediate family who is incapacitated due to illness or injury. Immediate family member is defined pursuant to Article 35 of this Agreement. The employee may be requested, as a condition of approval of such leave, to provide satisfactory proof of incapacity to the Department Director.

Section 7. In instances when the illness of an employee extends beyond his/her sick leave credits, he/she may elect to apply their other accrued leave credits towards sick leave with the approval of the Department Director or designee. Continued approved unpaid leave of absence after using all paid leave time first is subject to the discretion of the CITY.

Section 8. Upon retirement, resignation with two (2) weeks' notice, death or layoff, accumulated sick leave will be paid on the basis of the following schedule, provided the accumulation for pay-out purposes is no more than twelve hundred (1200) hours for employees hired prior to October 1, 1992, and six hundred (600), hours for employees hired after October 1, 1992, and four hundred (400), hours for employees hired on or after October 1, 1995 and provided that the employee has been employed for at least one (1) year.

All employees shall be paid for their accumulated sick leave prior to the effective day in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>% OF SICK LEAVE PAID AT BREAK IN SERVICE</u>
LESS THAN 5 YEARS	25% of the accrued sick leave hours up to the maximum described above
OVERS YEARS	100% of the accrued sick leave hours up to the maximum described above.

Employees shall designate on a CITY supplied form his/her beneficiary for accumulated leave payout upon death as a necessary condition for any such payment. The CITY shall provide all employees covered by this agreement with a current form.

Section 9. Any employee who does not use any sick leave within one of the below described semesters, shall, for each semester for which no sick leave is used, earn an extra vacation day at the employee's then existing salary level. For purposes of this section, each calendar year shall be divided into semesters. The first semester to commence at October 1 and terminate March 31, with the next semester to commence on April 1 and terminate on September 30 and each semester to follow in like fashion.

Section 10. Employees may convert to cash, accrued sick leave not more than once per fiscal year subject to the following restrictions:

- A. All accrued compensatory time off must be exhausted first.
 - B. Approval is within the discretion of the Department Director or designee.
- Such requests will not be unreasonably denied.

C. At least 80 hours of sick leave must remain on the books for the employee.

D. Not more than 80 hours of sick leave may be cashed out in a fiscal year.

Section 11. Following the accrual of four hundred (400) hours of sick leave by employees who work a forty (40) hour workweek, any additional earned sick leave may be converted to the employee's vacation time to a maximum of one (1) week per year (i.e. 40 hours). If election is made to convert these hours to vacation, they will be deducted from sick leave accruals.

Section 12. The City and Union agree to establish a sick leave pool, during Labor Management Meeting discussions, for use by G.A.M.E. members. The sick leave pool will be administered by the Union. Participation is voluntary. Time can only be used for conditions described in this Article and can only be accessed once a member has exhausted all leave time.

ARTICLE 14

Probationary Employees/Hiring Practices & Procedures

Section 1. All appointments to positions in the bargaining unit made from outside of the CITY service shall be subject to a one (1) year probationary period from the date of hire. New probationary employees are not eligible for promotion within the same job family in which they are currently working. An example of a job family would be: Collection Operator I, Collection Operator II, Collection Operator III, etc.

Section 2. New probationary employees shall receive four evaluations during their probationary period. Evaluations for new probationary employees shall be performed three (3), six (6) and nine (9) months after the start of the employee's probation. The fourth and final evaluation must be performed at least fifteen (15) working days prior to the conclusion of the employee's probationary period. All employees shall receive his/her mandated evaluations no later than ten (10) working days after the applicable anniversary or probationary date. New probationary employees, receiving an unsatisfactory evaluation prior to the expiration of the probationary period or any time during the probationary period, shall be subject to discontinuance of service by the CITY Manager.

Section 3. Newly hired probationary employees may be terminated for any reason, other than based on unlawful discharge, during the probationary period. Probationary employees shall have no right to statement of cause, the reasons for rejection, or to a hearing, grievance and/or appeal.

Section 4. Promoted, transferred or voluntarily demoted employees, covered by this Agreement, shall be subject to a six (6) month probationary period from the date of the action. Unless the CITY acts to the contrary during the probation period, an employee who is promoted, transferred or voluntarily demoted, will achieve permanent status immediately upon completion of that probationary period.

Section 5. Employees on probation subsequent to a promotion, transfer or voluntary demotion shall receive two performance evaluations during their six (6) month probationary period. Evaluations shall be performed three (3) months after the commencement of the probationary period and within fifteen (15) days of the conclusion of the employee's probationary period. All employees shall receive their mandated evaluations no later than ten (10) working days after the applicable anniversary or probationary date.

Section 6. Employees on probation, following a promotion, transfer or voluntary demotion are subject to a decision by the CITY to return them to their prior status for any reason other than an unlawful reason and shall have no right to a statement of cause, the reasons for rejection, or to have a grievance and/or appeal.

Section 7. Unless the CITY acts to the contrary during the probationary period, an employee will achieve permanent status immediately upon completion of that probationary period.

Section 8. G.A.M.E. members, who are demoted, and not returned to their original position can bump other bargaining unit employees as described in Article 10 as long as any returning employee is still in possession of the required licenses or certificates.

Section 9. CITY employees promoted into a bargaining unit classification shall be paid in accordance with Article 30.

Section 10. Any CITY employee who laterally transfers into another bargaining unit classification shall retain his/her current salary level along with any salary adjustments provided for in the CBA.

Section 11. On a temporary basis the CITY may fill any vacancy for a maximum of one hundred and twenty (120) days as soon as the vacancy occurs until the vacancy can be filled in accordance with this contract. G.A.M.E. and the CITY may agree to extend this period for up to an additional ninety (90) days.

Section 12. A vacancy, for the purposes of this Article, is deemed to exist when the CITY seeks to fill a full-time budgeted position.

ARTICLE 15

Health Insurance

Section 1. The CITY shall provide all insurance benefit(s) contained either in this Article, or by state statute, including a unit member's medical and dental insurance which is comprehensive and comparable to other municipal employers in the South Florida area.

Section 2. All full-time employees, as defined herein, are eligible for medical and dental insurance. Employees who are hired prior to the fifteenth (15th) of the month are eligible for this coverage on the first of the next month while employees who are hired after the fifteenth (15th) of the month become eligible on the first of the next subsequent month. All eligible employees must timely access the then current online benefits module used by the CITY to complete enrollment elections. All employees are responsible for keeping all necessary information up to date, including home address and designated beneficiary.

Section 3. The CITY shall pay the entire cost of medical and dental insurance for the employee. The CITY agrees to provide the following options:

- 1) An in-network only option, such as an HMO or similar product
- 2) An in and out-of-network options such as a POS and/or PPO or similar product

Section 4. Both parties agree that members must complete an annual physical every year. If the member does not complete the annual physical then the member will be charged \$15.00 per paycheck payable towards employee health insurance premium effective subsequent plan year. This requirement may be met by the employee by providing a doctor's note indicating annual physical was completed only

if there is an instance where the information is not available from the health carrier or Employee Health and Wellness Center.

ARTICLE 16

Workers' Compensation

Section 1. Subject to the limitations and conditions set forth in Section 768.28, Florida Statutes, as amended from time to time, the CITY agrees to indemnify an employee, and immediately undertake the defense of said employee, against civil damage suits that arise from the employee's performance of duties within the scope and limits of the employee's employment. The CITY will provide all legal services in the employee's defense.

Section 2.

- A. The CITY agrees to maintain workers' compensation insurance at levels at least equal to the requirements of Florida Statutes.
- B. The City and the Union agree to comply with all the statutory requirements of Chapter 440, Florida Statutes, and all applicable City policies, including but not limited to Florida Statutes 440.13 paragraph 2(f) which allows, upon the written request of the employee, the carrier shall give the employee the opportunity for one change of physician during the course of treatment for any one accident.

Section 3. The following shall apply in cases where an employee is injured in the performance of his or her duties. The employee is eligible to receive workers' compensation benefits not to exceed the employee's regular net taxable pay pursuant to Chapter 440, Florida Statutes:

- A. The CITY shall pay to the employee an amount equal to one hundred percent (100%) of his or her regular net wages as the City's workers' compensation indemnity benefits to a specific date. Such date shall be either (A) sixty (60) working days from the date of injury, or (B) the date on which the employee would stop receiving full payment for accrued sick leave and vacation time if he or she were not receiving worker's compensation benefits. Whichever of the foregoing dates, A or B, results in payment of greater benefits to the employee shall apply.
- B. Net wages shall mean gross wages at the time of his or her disability, minus his or her FICA and Federal withholding taxes, if an employee wishes to continue any credit union payment, G.A.M.E. dues, pension contributions, or other payroll deduction in effect at the time of his or her disability, he or she shall reimburse the CITY.
- C. Upon returning to work for the CITY, the employee shall retain all accrued sick leave and vacation benefits that he or she had prior to his or her injury.
- D. On the date determined in Section 6(a) above, if the employee is unable to return to work, his or her continued employment with the CITY shall be governed by the terms of Article 35, Section 2 (Leave of Absence) of this agreement.
- E. If the employee is still disabled, to include having limited or modified duty restrictions, whether or not those limited or modified restrictions are being accommodated, and has not reached a level of maximum medical improvement enabling the employee to return to full service or has reached a level of maximum medical improvement and yet is not able to return to full service, demonstrated by competent, substantial medical evidence, after an exhaustion of all leave of

absence benefits or upon the expiration of (A) 180 working days from the date of injury or illness or (B) the date on which the employee would stop receiving full payment for accrued sick leave or vacation time if he or she were not receiving workers' compensation benefits, whichever is greater, and the same falls outside of FMLA or any other term of Article 35, section 2 (Leave of Absence), the CITY will reassess and determine the appropriate next steps .

F. Except as set forth herein, nothing contained in this section shall affect the rights of either the employee or the CITY as set forth in the Personnel Policies and Regulations of the CITY of Miramar.

Section 4. In those cases, where an employee qualifies for benefits under the CITY'S long term disability insurance policy and the workers' compensation policies of the CITY, the employee, after the required waiting period as specified in the plan will have the choice of receiving disability payments from the disability insurance policy or in the first instance utilize their accrued available leave in order to receive full pay prior to the utilization of said insurance benefits.

ARTICLE 17

Life Insurance

Section 1. All full-time employees, as defined herein, shall be provided with life insurance in an amount equal to one hundred fifty percent (150%) of their current salary, up to a maximum of \$150,000, subject to any applicable federal tax requirements. Employees are responsible to maintain accurate beneficiary designated beneficiary forms on file with the CITY at all times. The CITY shall provide the forms to the employees once per year.

ARTICLE 18

Vacations

Section 1. All full-time employees shall accrue vacation leave based on the following schedule:

YEARS OF SERVICE	DAYS PER YEAR (40-hourworkweek)
Less than 4 Years	80 hours
>/= 4 years but< 10 Years	120 hours
>/= 10 Years but< 20 Years	160 hours
>/= 20 Years but< 30 Years	200 hours
>/= 30 Years	240 hours

Section 2. Vacation leave shall be cumulative; however, the following limitation shall be placed on the amount of vacation leave remaining to an employee's credit at the end of the leave year (December 31), which can be carried over to the following year:

YEARS OF SERVICE	AMOUNT OF CARRY OVER
Less than 4 Years	80 hours
>/= 4 years but< 10 Years	120 hours
>/= 10 years but< 19 Years	160 hours
>/= 20 years but< 29 Years	200 hours
>/= 30 Years	240 hours

Section 3. Vacation preference times will be based on seniority and the needs of the individual departments. Employees shall be permitted to use their vacation time in consecutive weeks at the employee's option with the consent of the Department Director. Vacation time may be taken in less than full week increments with the approval of the Department Director. Employees shall have the opportunity to utilize vacation time for religious holidays, subject to the approval of the employee's Department Director. All approvals referenced herein shall not be unreasonably withheld.

Section 4. The CITY Manager may waive the carry over limitation of vacation leave carried over to the following year when an emergency or unusual circumstance arises where the CITY is unable to approve a request for vacation time for job related reasons.

Section 5. Vacation leave for new employees will begin to accrue from the first month of employment. However, new employees will not be eligible to take accrued vacation leave until they have been in the employ of the CITY for three (3) consecutive months.

Section 6. All requests for vacation leave shall be requested to, and approved by, his/her Department Director or designee.

Section 7. Employees shall, under no circumstances, be allowed to use sick leave for vacation leave except as provided in Section 8 herein.

Section 8. An employee who becomes seriously ill or injured while on vacation may request that sick leave be substituted for annual leave while under the care

of a physician. Such request must be certified by the physician, in writing and subject to approval by the Department Director.

Section 9. Vacation leaves already approved may be canceled or postponed by the Department Director or his duly authorized representative or the CITY Manager or designee in cases of emergency wherein employee's services are deemed necessary by the CITY.

Section 10. An employee who has resigned or has been terminated shall be entitled to and shall be paid or given leave for all accrued vacation leave, providing that those employees who resign shall give two (2) weeks' notice and that the amount of vacation accrued is in compliance with Sections 1 and 2 of this Article.

Section 11. CITY shall provide to each employee covered by this Collective Bargaining Agreement, on a bi-weekly basis, the amount of vacation leave accrued, on their payroll check stub.

Section 12. An employee shall accrue vacation days at the rate equal to the number of hours worked per day.

Section 13. Following the accrual of four hundred (400) hours of sick leave by employees who work a forty (40) hour workweek, any additional earned sick leave may be converted to the employee's vacation time to a maximum of one (1) week per year (i.e. 40 hours). If election is made to convert these hours to vacation, they will be deducted from sick leave accruals.

Section 14. Vacation leave may be used in less than one (1) hour increments.

Section 15. Employees may convert to cash accrued vacation leave not more than once per fiscal year with the Department Director or his/her designee

signatory approval and provided that at least eighty (80) hours of vacation leave remains on the books. Consideration for approval shall be completed within one (1) week of submitted cashout request. No approval shall be unreasonably denied unless the City has declared a financial emergency.

ARTICLE 19

G.A.M.E. Business

Section 1. The CITY agrees to recognize six (6) on-site G.A.M.E. representatives and the president of G.A.M.E. as selected by the bargaining members. The names of the said on-site G.A.M.E. representatives shall be furnished to the CITY by G.A.M.E. In the event of a change in the designated onsite G.A.M.E. representatives, the CITY shall be notified in writing.

Section 2. G.A.M.E. agrees that there shall be no G.A.M.E. activity on CITY time, except as specifically allowed by the provisions of this Agreement.

Section 3. G.A.M.E. agrees that there shall be no solicitation of CITY employees for membership in G.A.M.E., signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of G.A.M.E. membership literature or any other non-CITY association business activity of G.A.M.E. on CITY time and during the working hours of CITY employees.

Section 4. The on-site G.A.M.E. representatives and the president of G.A.M.E. shall be permitted to perform lawful Association duties regarding processing of grievances or other business having to do with the CBA, during regular working hours, without loss of compensation, only after they have received specific written approval from their Department Director or other authorized CITY management official. Approval will not be unreasonably denied, except that not more than one on-site G.A.M.E. representative will be absent from the same division at the same time. G.A.M.E. shall provide a representative for each CITY Division/location to

assist G.A.M.E. members in the processing of grievances. G.A.M.E. shall notify the CITY, in January of each year, or when appointed, of the names and locations of its representatives and officials. Such notification shall be in writing to the Human Resources Director seven (7) calendar days prior to assuming their office or duties.

Section 5. The CITY agrees to provide bulletin board space on existing bulletin boards in work areas or provide a bulletin board for the exclusive use of G.A.M.E. Such notices shall be confined to official notices for G.A.M.E. relating to meetings and other internal G.A.M.E. concerns. There shall be no other general distribution or posting by employees of pamphlets, materials reflecting adversely on the City, advertising or political matter, upon CITY property.

Section 6. G.A.M.E. shall be allowed a maximum of six hundred (600) working hours, with pay, per fiscal year for members of G.A.M.E. to attend labor organization meetings, education, training sessions, to process grievances, or to perform other duties related to the CBA. There will be no carryover from this leave bank from one fiscal year to the next. Notice, in writing and with appropriate documentation, shall be provided to the Human Resources Director and Department Director/Supervisor at least two (2) weeks prior to the date of the sessions, specifying the title of the training, location, dates and attendees, provided that G.A.M.E. has notice at least two (2) weeks in advance. Approval shall not be unreasonably denied.

Section 7. G.A.M.E. shall be allowed to conduct a presentation to new employees during employee orientation located at a predefined location and time by the Human Resources Director.

Section 8. The Parties agree to a Union release to conduct GAME business. The G.A.M.E. president shall be granted one (1) day each workweek to conduct lawful union business without loss of compensation. The day shall fall on the same day each workweek, mutually agreed upon and non-cumulative (i.e., "use it or lose it") and cannot unduly burden the provision of services by the City department for whom the G.A.M.E. president works. In the event the G.A.M.E. president needs to change the day, he or she shall be required to provide at least two weeks' notice, during which time mutual agreement must be reached.

ARTICLE 20

Seniority

Section 1. Seniority shall consist of continuous service with the CITY. Seniority shall be computed from the date of appointment. Seniority shall accrue during periods of approved leave of absence with or without pay.

Section 2. Seniority shall govern the following matters:

- a) Vacation for each calendar year;
- b) Shift assignments provided all requirements imposed by the State and County are met.
- c) Shift positions/series must be open once per calendar year by classification within the division for shift pick;
- d) Layoffs and recalls in accordance with the provisions of Article 10;
- e) Transfers
- f) Overtime, in accordance with the provision of Article 24

Section 3. Seniority shall be a factor considered in promotions as follows: employees shall be awarded ½ point for every year of service up to a maximum of five (5) points.

Section 4. Employees possessing equal time within a job classification shall have seniority ties broken by utilizing the following criteria in order:

- a) City seniority shall be based on the employee's first day of current continuous employment with the City;
- b) total aggregate time within the department/agency;
- c) total aggregate time within the division;
- d) drawing lots.

ARTICLE 21

Clean-Up Time

Section 1. Manual labor employees will be allowed fifteen (15) minutes, for personal clean-up prior to meal breaks and again at the end of each working day. Other employees will be allowed a reasonable time for clean-up, depending on the nature of the work performed by each employee, as determined by the Supervisor. The Department Director, or designee, may extend clean-up time in special situations.

ARTICLE 22

Rest Periods

Section 1. Fifteen Minute Breaks. All employees' work schedules shall provide two (2) fifteen (15) minute paid rest periods during each shift. The rest periods will be scheduled approximately mid-point in the first one-half of the employee's regular work shift and mid-point in the second one-half of the shift whenever practicable, and must be taken in the vicinity of the employee's job site.

Section 2. Overtime Breaks. Employees who are required by the CITY to work beyond their regular quitting time into the next shift, shall receive a fifteen (15) minute paid rest period before they start to work on the next shift. In addition, they shall be granted the regular rest periods that occur during the next shift.

Section 3. The CITY shall provide an insulated container and drinking cups in each vehicle for cold fresh water daily.

Section 4. The CITY shall provide and maintain employee lunchroom facilities in working order. The lunchroom facilities will include cable television for the purpose of viewing current events, however, unreasonable access to a range of cable channels should be avoided.

Section 5. Employees should not be unreasonably denied access to breakrooms and restrooms at City facilities.

Section 6. All parties agree to discuss clocking in and out for lunch and breaks during Labor Management Committee meetings.

Section 7 Exercise and Wellness Breaks. The parties agree to implement a 6-month pilot program to allow members to exercise at work. Members will have the option twice per week to exercise during the workday at one of the City fitness facilities. Those that

take advantage of this program will have the Fifteen Minute Breaks, discussed in Section 1, increased to Twenty Minute Breaks, only during the two days of exercise, and such Twenty Minute Breaks shall be combined to provide the employee a total of 40 minutes to exercise. Both parties will meet at the end of the six-month program to assess whether the pilot program was effective and without a negative impact on City operations. The City will have the final discretion to determine whether to continue implementation of the program.

ARTICLE 23

Grievance Procedures and Arbitration

Section 1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood by the parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties and that such procedure shall cover both grievances involving the application or interpretation of this Agreement and grievances involving discharge, suspension, demotion or letter of reprimand to an employee covered by this Agreement. It is also agreed and understood by both parties that in the event a grievance is not filed or appealed by GAME in a timely manner it shall be dismissed. Failure of the CITY to timely respond to a grievance, shall result in an awarded to the grievant for the resolution being sought.

Section 2. Employees covered by this Agreement shall continue to have access to their personnel file as well as employees' files maintained by the department.

Section 3. A grievance not appealed by the employee, from one step to the next within the specified time limits, shall be considered settled on the basis of the last answer, unless such time limits are extended in writing by mutual agreement. Failure on the part of a supervisor to answer within the time limit set forth in any step shall automatically advance the grievance to the next available step. In counting days regarding time periods (or time deadlines) specified in this Article, all references to "day" or "days" shall exclude the day of the event that triggers the period and only days that City Hall is open shall be counted. This means that intermediate Saturdays, Sundays, days that City Hall is closed for any reason, and holidays shall be excluded. If the last day of the period falls on a Saturday, Sunday, day

that City Hall is closed for any reason, or a holiday, then the period continues to run until the end of the next day that is not a Saturday, Sunday, day that City Hall is closed for any reason, or a holiday. Holiday shall mean any day listed in this Agreement as a holiday.

Section 4. Grievances shall be presented in the following manner and every effort shall be made by the parties to secure the prompt disposition of such grievances.

Step 1: Whenever an employee has a grievance, he/she should discuss it with his/her immediate supervisor within seven (7) calendar days, of the date of the occurrence which has caused the grievance or seven (7) calendar days from when the grievant becomes aware or should reasonably have become aware of facts giving rise to the grievance. Such meeting between the employee and his/her immediate supervisor shall be on an informal and oral basis. The immediate supervisor shall attempt to resolve the matter and shall respond to the employee within seven (7) calendar days.

Step 2: Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the employee and shall be taken up with his/her next ranking supervisor not later than fourteen (14) days following the day on which he/she received the Step 1 answer. The written grievance shall contain day, date, time, place, nature of dispute and relief requested. The next ranking supervisor shall review the matter and respond to the employee in writing within seven (7) calendar days from the receipt of the written grievance.

Step 3: If the aggrieved employee remains dissatisfied with the Step 2 answer, he/she may, within seven (7) calendar days following the day on which he/she received the Step 2 answer, appeal the grievance to the Department Director. Any grievance may be taken up either through the representative of G.A.M.E. or by the member at the member's option. All grievances submitted to the Department Director shall be set forth in writing as outlined in Step 2 and a copy shall be transmitted to the CITY Manager or his/her designee. The Department Director or his/her designee shall render a decision to the grievant and G.A.M.E. representative within fourteen (14) days following the day on which he/she was presented with the grievance.

Step 4: If the aggrieved employee remains dissatisfied with the Step 3 answer, he/she and G.A.M.E representative may within ten (10) calendar days following the day on which he/she received the Step 3 answer, may appeal the grievance and the Department Director's decision to the CITY Manager or his/her designee. Any grievance which cannot be satisfactorily settled by the Department Director or his/her designee shall be taken up with the CITY Manager or his/her designee either through the representative of G.A.M.E. or by the member, at the member's option. If the member chooses to pursue the grievance at this step without the representation of G.A.M.E., the CITY will give G.A.M.E. notice of any meeting held to resolve said grievance and allow the Association's input. All grievances submitted to the CITY Manager or his/her designee shall be in the form of a copy of Step 2 written grievance, signed by the employee, the immediate supervisor, and appropriate

Department Director or his/her designee and include all previous written correspondence pertaining to this matter. The grievant shall receive a reply, in writing, citing the CITY Manager's or his/her designee's disposition of the grievance within fourteen (14) days (or some longer period of time as is mutually agreed upon and set forth in writing) following the day on which the CITY Manager or his/her designee was presented with the written grievance.

Section 5. The parties agree that grievances concerning discharge, suspensions or demotions may be submitted directly to the CITY Manager step in the grievance procedure.

Section 6. Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the bargaining unit and the CITY, such grievance shall be presented in writing by the association or affected employees directly to the Human Resources Director, within the time limits provided for the submission of a grievance in Step 1. Thereafter the grievance shall be processed in accordance with the procedures set forth in Step 4.

Section 7. The parties, recognizing that public policy and prevailing law permit certain provisions of this Collective Bargaining Agreement (i.e. the grievance procedure) to supersede general legislation, and local ordinance and desiring to give this collective bargaining agreement the maximum force, do hereby agree that this grievance procedure shall be the sole and exclusive method other than agreement between the parties themselves of resolving any dispute concerning

interpretation of any provision of the Agreement or any matter involving discharge, suspension or demotion of any employee covered by the Agreement.

Section 8. Grievances concerning regular part-time employees, shall be processed through the grievance procedure.

Section 9. Arbitration.

In the event a grievance processed through Step 4 of the grievance procedure set forth herein has not been resolved and said grievance qualifies for arbitration (i.e. discharge, suspensions, demotions or to resolve disputed interpretations of terms of this Agreement) either the CITY or G.A.M.E. may submit the grievance to the Federal Mediation and Conciliation Service within fifteen (15) calendar days after the CITY Manager or designee renders a written decision to the grievance. Individual employees may seek relief through arbitration without G.A.M.E. involvement only in disciplinary appeals. In such case, the employee is liable for all expenses accrued by the arbitration procedure. The Federal Mediation and Conciliation Service (FMCS) shall be asked to furnish a panel of seven (7) arbitrators who are in the National Academy of Arbitrators from which each party shall have the option of striking three names, thus leaving the seventh (7th), which will give a neutral or impartial arbitration. The parties shall attempt to make their choice of the arbitrator within seven (7) calendar days after receipt of the panel. This arbitration method shall be the sole and exclusive method for final and binding arbitration to settle matters that qualify for arbitration. Such hearings shall be conducted in accordance with the rules promulgated by the American Arbitration

Association. The CITY and the Union may also jointly agree to an arbitrator to decide the grievance, without having to strike a panel through FMCS.

- A. The CITY and the Union or member shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the Arbitrator, therefore, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the Grievance to be submitted to the Arbitrator, the Arbitrator will confine its consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure and the other parties Step 4 response. The Arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof, or amendment thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in the Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this collective bargaining agreement be construed by the Arbitrator to supersede applicable laws in existence at the time of signing this Agreement, except to the extent as specifically provided herein.
- B. Each party, they being the CITY and G.A.M.E., shall bear the expense of its own witnesses and of its own representatives. The impartial arbitrator's fee and related expenses of obtaining a hearing room, court reporter and etc. if any, shall be paid by the party that does not prevail, except that in disciplinary appeals, if the arbitrator modifies the penalty, then the

arbitrator's bill shall be equally shared by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

- C.
 - 1) Upon a finding that just cause existed for the suspension, demotion, or dismissal, the arbitrator shall affirm the suspension, demotion, or dismissal.
 - 2) Upon a finding that just cause did not exist for the suspension, demotion, or dismissal, the arbitrator shall order the reinstatement of the employee with or without back pay.
 - 3) Upon a finding that just cause for disciplinary action existed, but did not justify the severity of the action taken, the arbitrator may, in his or her discretion modify the disciplinary penalty.
- D. Copies of the Arbitrator's award shall be furnished to the both parties within the 30 days of the closing of the Arbitration hearing. The Arbitrator's award shall be final and binding.

Section 10. The grievance and arbitration procedure herein shall have no application to the resolution of disputes between the parties concerning the terms of a new collective bargaining agreement to replace this Agreement.

Section 11. An employee covered by this bargaining agreement may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements to lapse without further appeal.

Section 12. The CITY agrees to furnish G.A.M.E. with a copy of the notification of disciplinary action taken against members of the bargaining unit.

Section 13. Nothing in this Article shall require G.A.M.E. to process grievances for employees who are not members in good standing of G.A.M.E.

Section 14. In an effort to avoid undue duress, an intent to discipline, discipline and/or counseling will be carried out in a manner which will not embarrass or humiliate the employee. The City will make every effort to conclude any investigation within ninety (90) calendar days. If an investigation extends beyond sixty (60) calendar days from the date of initiation, the City will provide the Union with bi-weekly progress updates regarding the investigation

Section 15. If disciplinary action appeals from discharge, suspension or demotion are reversed through arbitration, all reference to the allegations, including but not limited to those contained in the Employee's personnel file (HR and Departmental) shall be boldly marked with the word "Rescinded" across the body of the writing/documents.

Section 16. In the event the City utilizes an independent consultant for investigations, both parties agree that a GAME representative will sit on the selection committee when determining a new list of consultants to be utilized for investigation purposes.

ARTICLE 24

Hours of Work

Section 1. The work week for all employees covered by this agreement shall be forty (40) hours per week. The standard work week shall start Thursday at 12:01 A.M. and end on Wednesday at midnight. The CITY shall specify starting and quitting times. Time clocks or equivalent devices shall be used to record employee starting and/quitting times at the discretion of the Director, subject to the following: Changes by the CITY in the forty (40) work week shall be the subject of impact bargaining.

- a) The CITY reserves the right to establish from time to time, the work week for each employee covered by this Agreement. The work week may consist of five (5) eight-hour days, or four (4) ten-hour days.

Section 2. Employees shall report to work in sufficient time and be ready for work at the commencement of the work period.

Section 3. In computing hours worked for pay purposes, the hour shall be broken into six (6) minute intervals and the employee shall be paid to the nearest 1/10 hour actually worked. Unauthorized absences, due to early departure or late arrival, shall not be chargeable to the employee's sick or vacation leave. Repeated tardiness will be subject to disciplinary action.

Section 4. The CITY agrees that an employee, who works in excess of forty (40) hours (the work week shall include holiday, paid sick leave, and vacation time) shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay;

or, at the discretion of the employee, such employee shall receive one and one-half (1-1/2) hours compensatory time off for each hour worked in excess of forty (40) hours. Employees will not work overtime unless approved by the Director or designee.

Section 5. The CITY will attempt, where possible, to give all employees advance notice of overtime schedules. Insofar as practicable, Department Directors or Department supervisors will endeavor to give at least four (4) hours' notice of unscheduled overtime opportunities except in emergency and or unplanned situations. Notice of scheduled overtime must be posted for selection at least seven (7) days in advance except when not possible. The opportunity to work overtime will be offered on a rotational basis. The first offer shall be to the employee with the most department seniority. The next opportunity will be offered to the next senior employee (regardless of whether the more senior employee(s) chose to bypass his/her last overtime opportunity). After exhausting the list, the opportunities will rotate back to the top of the seniority list. If a sufficient number of volunteers cannot be obtained the least senior employee/employees will be required to perform the necessary overtime work. An employee may only select one scheduled overtime opportunity at each selection, then the opportunity to select overtime moves to the next senior employee.

Section 6. Employees shall not have the right to refuse overtime, except under certain circumstances as follows:

- (a) When such overtime would be injurious to the employee's health, safety and/or welfare;
- (b) If a family emergency exists.

Section 7. Compensatory time earned after the effective date of this Agreement must be taken in accordance with the Fair Labor Standards Act.

Section 8. At their discretion, employees may accrue up to a maximum of two hundred and forty (240) hours of compensatory time per fiscal year. Employees are encouraged to utilize compensatory time before the end of the fiscal year (i.e., September 30th) . Employees will not be allowed to carryover compensatory time to the next fiscal year and will receive a monetary lump sum payment for any accrued compensatory time that is unused as of September 30th of each year. The Department Director, or designee, may require an employee to take compensatory time off in order to manage the accrual limitation provided for herein. Employees may utilize compensatory time provided reasonable written notice of utilization is given. The Department Director, or designee, must authorize all compensatory leave use based on departmental operations not being unduly disrupted by the employee's use of compensatory leave. The employee will be advised in writing by the Department Director, or designee, of the approval or denial of the request to use accrued compensatory time.

Section 9. Compensatory time may be used for the same purposes as annual leave. Compensatory time shall not be taken unless previously approved by the employee's appropriate supervisor. All employees who use compensatory time shall have their compensatory time balance charged in the amount equal to the period of their absence from work.

Section 10. In order to maintain essential public services, the CITY reserves the right to have such flexibility in working hours as to properly conduct its operations.

Accordingly, the CITY reserves the right to determine and establish the hours of work and work schedules for each employee, provided, however, that this right shall not be exercised arbitrarily or unreasonably. For each department, the CITY shall have the right to fix, alter or change the work week, work day, the number of

hours worked, the number of shifts, and the starting and ending time of each. Except in the event of an emergency or those employees assigned to a relief shift, no workweek shall exceed five (5) days and not provide for two consecutive days off for those employees on a five-day workweek and at least two days off in a row in a four-day work week. The specific work schedule established for each department may be changed by the CITY from time to time if the CITY deems it advisable. The CITY shall provide ten (10) days' notice to an employee whose schedule has been permanently changed. In the case of an emergency or temporary change in schedule, formal notice to the employee is not required.

Section 11. All employees shall be guaranteed a minimum of three (3) hours overtime pay at one and one-half (1-1/2) times their basic pay rate for necessary off-duty work for court appearances required by court order or for quasi-judicial and administrative hearings ("Appearances"), concerning pending criminal, civil, administrative or traffic cases. Pay for witness fees shall be returned to the CITY. Employees may be permitted to receive, at their request, compensatory time for off-duty Appearances.

ARTICLE 25

Educational Assistance

Section 1. It is the policy of the CITY to assist permanent full and part-time employees, where practical, affordable and feasible, to participate in training or educational programs designed to strengthen their overall career path with the City, which in turn directly benefits the CITY by assisting them in performing their duties. In furtherance of this policy, the CITY shall reimburse employees as follows:

- a) One hundred percent (100%) of State University System of Florida published resident tuition rates for courses at educational institutions related to any classification within the CITY.
- b) Reimbursement as outlined herein shall be made provided the employee receives a grade of "C" or better, pass in pass/fail or 75 or better where such grades are given.
- c) The employee shall have completed their initial probationary period.
- d) In addition to tuition, books and lab fees will be reimbursed at 50%, after successful completion of the class and a grade of 2.0-2.9(C), 75% for a grade of 3.0-3.9(8), 100% for a grade of 4.0(A).
- e) Technical/Trade school Certificate programs, Undergraduate and Graduate level coursework at Private Institutions will be reimbursed at the State University System of Florida published resident tuition rates in the manner outlined in Section 1 above when the conditions articulated in Section 1 have been met and:

1. The employee can demonstrate that the course work has a direct relationship to increasing their value to the CITY in present position, OR ability of the employee to receive a promotional opportunity, AND
 2. The coursework is part of a certificate or degree program approved by the Department Director and Human Resources Director; AND
 3. The coursework is at an accredited institution of higher learning as approved by the CITY. An accredited institution of higher learning is one whose programs have been reviewed and approved by one or more of the commonly recognized educational commissions for organizations legally authorized to review and accredit higher learning programs. The major institutions utilized by the large majority of CITY employees for tuition reimbursement already meet the standard. The CITY will reimburse for courses taken at accredited colleges, universities and technical schools.
- f) Employees shall request for approval under this program by submitting the appropriate form(s) to the Department Director and Human Resources Director. Each of the individuals indicated above must approve the request before it becomes effective. Employees must pay for their own tuition for which the CITY will reimburse after approval as outlined above upon the successful completion of each course and supply such proof of attending the course. Papers required for verification shall be a payment receipt and a report of grades received.

- g) Training and/or study will be undertaken during employees' off-duty or free time.
- h) If an employee voluntarily terminates his/her employment with the CITY within one (1) year, two (2) years for part-time employees, following the completion of any eligible educational program under Section 1 or license fees or tuition costs for training under Section 3, for which such employee has received a refund, then the amount refunded in the prior 12 months shall be repaid by the employee immediately. The amount of any such reimbursement shall be deducted from the employee's final paycheck, in the event that the employee fails to reimburse the CITY as provided above, and requires the services of any attorney to collect any of said amounts, such attorney's fees and court fees will be added to the amounts owed by the employee to the CITY.

Section 2. Notwithstanding the above, the maximum amount of all reimbursements pursuant to this section shall be the lesser of actual covered costs provided for in this Article of \$5000 per calendar year for undergraduate courses, and not more than \$7000 per calendar year for graduate courses, and not more than \$7000 for any combination of undergraduate and graduate courses. The reimbursement request should be submitted to Human Resources within 30 days of completion of the class.

Section 3. Tuition reimbursement will not exceed the actual amount of the tuition paid by the employee and reimbursement payments shall be limited to not more than \$5,000.00 per calendar year for undergraduate studies and \$7,000.00 per calendar year for graduate studies, as outlined in APDP 4.30.1. (City's administrative policy). Calendar year caps will increase each year thereafter by the State's annual tuition percentage increase. Employees receiving scholarships, grants, or other forms of financial aid which do not require repayment shall not be entitled to receive both tuition reimbursement and such aid. That is, the amount of tuition reimbursement shall be reduced by the amount of such aid.

Section 4: The City and the Union agree to re-open this article to discuss educational incentives within 6 months of this contract being ratified.

ARTICLE 26

Certification & Licensed Training

Section 1. The CITY agrees to pay for all re-certification fees for license applications required within the position.

Section 2. The CITY agrees to pay all training costs for licenses and certifications necessary to make an employee eligible for promotion to any higher classification within his/her current job series. Employees must notify the City of their desire to seek training, as outlined in this Article, prior to February of each year, during the budget process, to afford the City the opportunity to allocate the necessary funds to accommodate the training requests. The City will make every effort to provide the necessary funding for training, as discussed in this Article. All funding for training is dependent upon City Commission approval of the annual budget.

Section 3. The CITY shall pay for job related educational seminars approved in advance by the CITY Manager, Department Director, and Human Resources Director.

Section 4. Payment for Training.

All regular full-time employees required by the City to attend any training and/or health and safety program shall be compensated at their regular rate of pay for the length of time they are required to attend such program and pay for training.

Section 5. Training Provisions.

Any training offered or provided by the City shall be made available on a seniority basis by department/division and job classification. For example, training

pertaining to Building Maintenance I shall be made available first to the employee who has held the position for the longest period of time. If such training is optional on the part of the employee and if an employee declines the offered training, it shall be offered to the next most senior Building Maintenance I and so on down the line until the available slots for a particular in-service training session has been filled.

One exception to the above is when such training is specific to an individual's work task or specific training needs. In such case, an individual might be referred for training without regard to seniority.

Section 6. Any employee that applies for a position within the City, who meets the minimum qualifications, correctly completes the employment application and provides all required documentation, will be afforded the opportunity to sit for the first round of civil service testing.

ARTICLE 27

Labor Management Committee

Section 1. There shall be a Labor Management Committee established to promote communications and cooperation between the Union and the CITY, to explore avenues to improve quality and efficiency and to seek objectives of mutual concern. Said Committee shall consist of members designated by the Union and of members designated by the CITY. Time off without loss of pay, as necessary, shall be granted to employees designated as Committee members for attendance at scheduled Labor Management Committee Meetings. Meetings under this Article shall be held every other month (Monday through Thursday, between the hours of 8:30am and 5:00pm), for a period of one hour unless otherwise agreed by the Committee. Employees shall not be compensated for off duty attendance.

Section 2. The composition of the Labor Management Committee shall consist of up to three (3) members designated by the CITY including a representative of the Human Resources Department. The Union shall notify the CITY of additional committee members, resource people and the subject matter experts may attend Committee meetings upon the mutual agreement of the Union and the CITY.

Section 3. The Labor Management Committee is not an employee organization under Chapter 447, Florida Statutes. The Committee shall not serve in a representative capacity or as an extension of the collective bargaining process. However, the Committee is free to discuss any subject except any pending disciplinary actions, grievances or subjects of collective bargaining.

Section 4. The Committee may make recommendation; however, it shall have no independent authority to implement or amend policies, rules, procedures, or practices. Before any recommendations can be made by the Committee, the Committee must reach consensus and reduce the recommendation to writing. Written Committee recommendations shall be submitted to the Director of Human Resources who will be responsible for reviewing the recommendations with the appropriate City authority. Written minutes shall be produced and disseminated to all committee members within a timely manner.

ARTICLE 28

Retirement and Pensions

Section 1. Employee will contribute 9.5% of their base salary and the CITY will contribute the amount necessary as determined by an annual actuarial study.

Section 2. G.A.M.E. and the CITY agree to maintain the CITY retirement plan and trust fund created by ordinance No. 81-12, dated December 16, 1980, as amended and codified in the code of the CITY of Miramar as it exists on the effective date of this agreement, provided that the ordinance shall be further amended to incorporate changes as agreed upon by the parties elsewhere in this Article and as may be required by law.

Section 3. To determine the annual pension benefit, a multiplier of three and a quarter percent (3.25%) is used for an employee's first twenty (20) years of service (in the Plan), then a multiplier of three percent (3.00%) for years of service (in the Plan) thereafter, multiplied by the respective number of years of service, multiplied by the member's average annual earnings for the highest three (3) years.

Section 4. The normal retirement date shall be the earlier of: (a) the date on which an employee attains the age of sixty-five (65) and completes seven years of credited service; or, (b) the date on which the employee completes twenty (20) years of credited service regardless of age. A vested member hired before November 20, 2001 who separates from service after the effective date of the ordinance changes referred to in Section 2 above, but before completing twenty (20) years of service, may elect to receive normal retirement benefits upon the

date when the employee would have earned twenty (20) years of credited service had the member not separated from service, regardless of age.

A vested member hired after November 20, 2001, who separates from service before completing twenty (20) years of service may elect to receive normal retirement benefits upon the date when the employee would have earned twenty (20) years of credited service had the member not separated from service and provided the member has reached age fifty (55).

Section 5. The CITY agrees to pay health insurance coverage for retired employees from the age of sixty-two (62) until age sixty-five (65) provided they are not otherwise eligible for health insurance through another source. During this time, the retired employee will have the option, at his own expense, of carrying dependent insurance coverage at the CITY's group rate.

Section 6. In the event of the death of a member who has seven (7) or more years of credited service, but who has not attained the early retirement date, a death benefit in an amount determined pursuant to the Retirement Plan Document of the General Employees' Pension Plan shall be paid to his or her beneficiary. The provision applies to each member who is an active employee and who is vested. The amount of monthly benefit payable to the beneficiary shall be computed as though the person had:

- a) Retired on the date of death and chosen the Ten Year Certain and Life Annuity
- b) Survived until early retirement date

Section 7. The City will maintain a health insurance stipend for retirees under the following conditions:

- a) The amount of the stipend will be a monthly payment equal to \$10 per year of service to a maximum of \$250 per month.
- b) The payment of this subsidy will cease upon the 62nd birthday of the retiree. At such time, the parties acknowledge that a prior section of labor agreement kicks in which provides for a health insurance subsidy between age 62 and age 65.

Section 8. The Parties agree to a reopener concerning the monthly stipend outlined in Section 7(a).

ARTICLE 29

Salaries and Wages

Section 1. Step Plan (“Step(s)”).

Employees covered by this Agreement shall be placed within a grade and step, as outlined in Exhibit “A”. The grade is determined by the Human Resources Department and is based solely upon the knowledge, skills and abilities required in each job description, in accordance with City Code Chapter 16 – Civil Service Rules and Regulations, Article III – Classification Plan. No member will have an annual salary that is not listed in Exhibit “A”:

(1) Effective the beginning of the first full pay period in October of 2021, each

Bargaining Unit member shall be placed within the Step Plan. Placement within the Step Plan will occur using the following method:

- Identify the member's current annual salary
- Identify the grade that the position is classified within
- Identify the closest step within that grade that is greater than the member's annual salary.
- The member will be placed at that step

(2) Effective the beginning of the first full pay period in October of 2022, each Bargaining Unit member shall advance one (1) step.

(3) Members will increase one (1) step on the anniversary date of their hire date, each year of this agreement.

(4) Effective the beginning of the first full pay period in October of 2023, each step in the Step Plan will increase by 1% to maintain salary competitiveness with the market.

Section 2. Cost of Living Adjustment("COLA").

Employees covered by this Agreement shall receive the following:

- (1) Effective the beginning of the first full pay period in October of 2021, each step in the Step Plan will increase by 1%.
- (2) Effective the beginning of the first full pay period in October of 2022, each step in the Step Plan will increase by 2%.
- (3) Effective the beginning of the first full pay period in October of 2023, each step in the Step Plan will increase by 2%.

Section 3. The CITY shall issue an annual performance evaluation before the employee's anniversary date. If the CITY changes the evaluation instrument in effect at the execution of this Agreement, it shall allow G.A.M.E. to review and provide feedback on the proposed instrument. Every non-probationary employee who receives a rating below satisfactory may be provided with a ninety (90) day improvement plan. At the end of the ninety (90) day period, the employee shall be re-evaluated. An evaluation received by a non-probationary employee may be appealed to the Department Director or designee. All appeals must be submitted to the Department Director or designee in writing within five (5) calendar days following notification of the employee's evaluation rating. If the employee is not satisfied with the Department Director's or designee's answer, he/she may then appeal the decision to the CITY Manager in writing within five (5) calendar days of receiving the Department Director's or designee's answer. The CITY Manager's determination with respect to the content of the employee evaluation shall be final.

Section 4. Longevity Incentive.

All full-time employees shall receive the following longevity incentive pay; applicable to their annual base salary:

Length of Service

Incentive Pay

After 15 years of service

1% (non-cumulative)

After 20 years of service

2% (non-cumulative)

After 23 years of service

3% (non-cumulative)

Section 5. Red Line

Employees who are at the maximum of their salary range will not be receiving a step increase to their base pay, but will receive a one-time lump sum payment, that is not pensionable, every contract year, and a longevity incentive, if applicable.

ARTICLE 30

Promotions & Demotions

Section 1. Promotions.

- a. In the event of a promotion from one (1) classification to another classification with a higher salary range maximum, an employee will be placed at the minimum pay rate for the higher position or receive a 7.5% increase to his/her present salary, whichever is greater.
- b. A promoted employee shall serve a six (6) month probationary period at his/her new job classification. The six (6) month evaluation shall be used only for the determination of the employee's performance and shall not entitle an employee to receive any kind of salary increase.

Section 2. Demotions.

An employee who is demoted will receive a seven and a half percent (7.5%) reduction in pay. If a demoted employee's new salary is above the maximum of the employee's new grade, the employee's salary will be redlined if and until the maximum salary becomes greater than the employee's salary upon demotion.

ARTICLE 31

Temporary Upgrade

Section 1.

Any employee who is assigned by the Department Director or designee or the CITY Manager to temporarily assume the duties and responsibilities of another employee in a higher classification for a minimum of one full work week per occurrence, and who actually performs such work, shall be eligible to receive the starting salary for the higher classification position or a seven and a half percent (7.5%) increase in their current classification, whichever is greater, for the time actually spent working in that higher classification retroactive to the first day of the temporary upgrade. No such pay will be provided for out of class assignments that are less than one full work week. Formal notice of out of class assignments will be provided to Human Resources and the affected employee by the department director or designee. This provision will take effect after the ratification of the Agreement by the Parties and will apply prospectively.

ARTICLE 32

Salary Ranges

Section 1.

(a) All employees, hired from outside the bargaining unit, shall receive the minimum salary, for their appropriate position classification upon his/her original appointment outlined in the attached salary schedule. Should the CITY determine that recruitment difficulties or extraordinary applicant knowledge, skills and abilities require a higher starting salary, the CITY will consult G.A.M.E. in good faith on a case-by-case basis. The same consideration will apply when the CITY determines that the current employee considered for promotion has extraordinary knowledge, skills and abilities to require a higher starting salary.

Likewise, an employee may request, and the CITY has the option to agree, that the Human Resources Director would conduct a review of whether the individual is working outside of the assigned job classification and to implement any resulting classification decision.

(b) The minimum and maximum salary range amounts shall be adjusted pursuant to the of cost of living increases provided in Section 1 herein.

ARTICLE 33

Shift Differential

Section 1.

Shift differential will be paid to Unit employees who work seven (7) or more hours within the defined shifts, on the following basis:

- a) Five percent (5%) of base pay per hour differential shall be paid to those employees who work the evening shift (3:00 p.m. - 11:00 p.m.)
- b) Seven percent (7%) of base pay per hour differential shall be paid to those employees who work the night shift (11:00~~1~~ p.m. - 7:00 a.m.)
- c) Employees who are temporarily assigned, by the CITY, to the day shift for training purposes, shall continue to receive their normal differential.
- d) Overtime work is exempt from shift differential, unless otherwise expressly provided herein.
- e) An employee who has requested, and been granted, a schedule change from a shift not eligible for shift differential to one eligible for shift differential, shall not be entitled to shift differential payment.

ARTICLE 34

Danger Pay

Section 1.

The CITY and the Union agree classifications listed below will receive an additional \$1.00 per hour to base pay for danger pay:

COLLECTION OPERATOR I	STORMWATER OPERATOR II
COLLECTION OPERATOR II	UTILITY LOCATOR I
CRIME SCENE TECHNICIAN	UTILITY MECHANIC I
CRIME SCENE SUPERVISOR	UTILITY MECHANIC II
ELECTRICAL SUPERVISOR	UTILITY MECHANIC III
ELECTRICIAN II	WAREHOUSE INVENTORY SPECIALIST
ELECTRICIAN III	WASTEWATER COLLECT SYS ASST SUPV
EVIDENCE PROPERTY CUSTODIAN	WASTEWATER COLLECT SYS SUPV
EVIDENCE/PROPERTY SUPERVISOR	WASTE WATER OPERATOR A
HEAVY EQUIPMENT OPERATOR I	WASTEWATER OPERATOR B
HEAVY EQUIPMENT OPERATOR II	WASTEWATER OPERATOR C
JET-VAC/VIDEO OPERATOR I	WATER SYS ASST SUPERINTENDENT
JET-VAC/VIDEO OPERATOR II	WATER ACCT METER SUPERVISOR
LABORATORY TECHNICIAN II	WATER PLANT OPERATOR A
LEAD HEAVY EQUIPMENT OPERATOR	WATER PLANT OPERATOR B
LEAD LIFT STATION MECHANIC	WATER PLANT OPERATOR C
LEAD WASTEWATER SYSTEM OPERATOR	WATER PLANT OPERATOR TRAINEE
LEAD WATER METER OPERATOR	WATER PLANT SHIFT SUPERVISOR
LEAD WATER SYSTEM OPERATOR	WATER QUALITY/LAB MANAGER
LIFT STATION MECHANIC I	WATER SYSTEM OPERATOR I
LIFT STATION MECHANIC II	WATER SYSTEM OPERATOR II
LIFT STATION SUPV	WATER SYSTEM SUPERVISOR
MECHANICAL SUPERVISOR	WW PLANT SHIFT SUPERVISOR
STORMWATER OPERATOR I	

ARTICLE 35

Miscellaneous Leaves

Section 1. Jury Duty/Attendance at Court - All employees, when called for jury duty, will be paid by the CITY their regular pay for the hours served and can keep the pay received while on such duty. Proof of service shall be submitted to the Human Resources Department, as condition of receiving such pay. An employee who is a defendant or witness in a job-related civil action will be paid by the CITY their regular pay for the hours spent in court testimony. An employee who is a plaintiff, defendant or witness in a civil matter not associated with the CITY business may charge the time spent to accrued vacation, compensatory or personal time.

Section 2. Leave of Absence - Leave of absence for personal reasons may be granted by the CITY without loss of seniority provided:

- 1.) The length of time requested does not exceed:
 - (a) Three months in one calendar year in addition to vacation time
- 2.) The reason is justified and not misrepresented
- 3.) The leave does not conflict with the needs of the Department.
- 4.) The employee agrees that continuation of health and dental insurance shall be at his/her own expense. Requests for greater periods of time than shown in 2.(1.)(a) above may be handled as termination of employment with a break in service and reinstatement, if upon rehire a position is available.

All personal leaves of absence must be approved by the Department Director and the CITY Manager. No vacation leave or sick leave credits will accrue while an employee is on leave of absence. An employee who is on leave of absence and obtains employment elsewhere, or does not return to work on the stated date, automatically forfeits his/her position with the CITY.

Section 3. Military Leave - All permanent full-time employees who are members of the U.S. Armed Forces Reserve and the Florida National Guard will be granted military leave in accordance with the Florida Statutes. A copy of the orders to duty must be submitted to the Human Resources Department. Upon discharge, under honorable conditions, employees are entitled to reinstatement to the positions left or one of equal responsibility and pay.

Section 4. The Parties agree to a reopener concerning being allowed paid leave for leave taken pursuant to the FMLA. The parties will mutually agree upon a time within which to initiate negotiations concerning this item

Section 5. Leave Without Pay - Leave without pay may be granted to full-time and part-time permanent employees, covered by this Agreement. Normally, it shall be granted only when an employee has used his/her accumulated sick leave, vacation leave in the case of illness, or his/her vacation leave if leave without pay is requested for reasons other than illness. Written request for leave without pay must be initialed by the employee, favorably endorsed by the Department Director and approved by the CITY Manager or his/her designee, before the leave begins.

Section 6. Bereavement Leave - Any employee may, in the case of death in his/her immediate family, be allowed a maximum of five (5) days leave of absence with pay. In case the deceased relative lived, or services are held, outside the State of Florida,

then, in the discretion of the Department Director, such leave may be increased to six (6) days for the purpose of attending the funeral. The phrase "immediate family" shall include the following relatives of the employee and/or the employee's spouse/domestic partner's: father, mother, sister, brother, husband, wife, domestic partner, or child, aunt, uncle, cousin(first), step-mother, step-father, step-child, grandparents, grandchildren, great grandparents and great grandchildren and may, subject to the approval of the Department Director, include any other person who is an actual member of the employee's household with verifiable proof. Should an employee require additional time other than that approved in this Article, the employee can request the additional time from the Department Director or designee. If approved, any additional time may be charged against the employee's compensatory time, floating holiday or vacation time.

Section 7. Voting time - Employees shall be granted one hour paid leave to vote on voting day if their work schedule prevents them from voting.

Section 8. Leave Pay-out - In the event of an employee's death, the employee's designated beneficiary (or estate if no beneficiary is designated) shall receive a lump sum payment for all time earned and accrued, at the time of his/her death, in accordance with the terms of this agreement. The employee is responsible to maintain an up to date beneficiary statement to the Human Resources Department.

ARTICLE 36

Progressive Discipline

Section 1. The City shall provide the affected employee written notice before taking any disciplinary action, except where circumstances dictate the City taking immediate action to remove the employee from the workplace. No employee who has completed his/her probationary period may be disciplined or discharged except for just cause, the standard that management must adhere to when disciplining or discharging an employee.

Section 2. The City will attempt to employ progressive discipline and may, at the City's discretion, retain the discretion to repeat or skip steps where the circumstances warrant. The parties agree that the City may impose an immediate suspension or discharge any employee for "serious misconduct," including but not limited to theft, fraud, violence, insubordination, threatening conduct, or abandonment of position when the seriousness of the offense or condition warrants it.

Section 3. Where the City determines that the facts and circumstances do not constitute serious misconduct, the City will follow progressive discipline, which will generally include:

- Oral Admonition
- Written Warning
- Formal Reprimand
- Suspension Without Pay
- Disciplinary Demotion
- Dismissal

Steps to Progressive Discipline

Step 1: Oral admonition

To communicate to the employee when they fail to meet job requirements and/or behavioral issues and explore constructive ways to overcome such deficiencies. Oral admonition is used in the day-to-day interaction between a supervisor and the employee to improve an employee's job performance and/or behavioral issues. If there is insufficient improvement in the employee's performance and/or behavioral issues, the supervisor may proceed to Step 2. The oral admonition does not become part of the employee's personnel file but can be maintained in a supervisor's file. Step 1 may not be grieved.

Step 2: Written warning.

This step occurs when an employee's performance and/or behavioral issues do not improve after verbal counseling, and it warrants a more severe disciplinary action. Constructive ways to overcome any deficiency may be reinitiated. A reasonable period for improvement or correction may be allowed before initiating formal disciplinary action. The written warning is documented by the supervisor and signed by the employee as an acknowledgment of the written warning. Step 2 is subject to grievance action.

Step 3: Formal reprimand.

A formal reprimand is issued to inform the employee that a behavior or performance issue was not corrected or improved, and that more severe action is warranted. It is more formal documentation of the performance or behavior problem and will include a positive method for improvement in a Performance Improvement Plan. The Performance Improvement Plan, outlined by the (supervisor/director of the unit), will be comprised of the specific performance

or behavioral issue; suggestions or goals for improvement; a reasonable timeline for improvement; and the consequences if said performance or behavior is not corrected or improved. The employee shall sign the Performance Improvement Plan. The Performance Improvement Plan shall remain in the employee's personnel file to ensure that a complete record of their performance and progress is maintained. If there is insufficient improvement in performance or behavior after the timeline specified in the Performance Improvement Plan, the City may proceed to Step 4 and/or Step 5, depending on the severity of the problem. Step 3 is subject to grievance action.

Step 4: Suspension without pay.

A suspension is a temporary removal of or release from duty for a specified period of time based upon a job-related performance or behavior issue. The employee may be suspended, without pay, for just cause, if the employee's performance or behavior problem is not corrected. The suspension may be used instead of discharge from employment, depending on the severity of the employee's performance or behavior problem. Step 4 is subject to grievance action.

Step 5: Disciplinary demotion.

Disciplinary demotion is a reduction in rank and/or pay of an employee. A written statement setting forth a reason for the disciplinary action shall be provided to the employee and the Union. Disciplinary demotions are to be reviewed in advance with the Director of Human Resources or designee and the Union. The demotion may be used instead of discharge from employment, depending on the severity of the employee's performance or behavior problem.

Step 6: Dismissal.

Discharge is the final disciplinary action and most serious step in the progressive discipline process. If the employee's performance has not shown sufficient improvement or the severity of the offense warrants immediate termination, the employee may be discharged for just cause. Before discharge, a termination meeting will be scheduled with the employee to outline the following:

1. The type of disciplinary action proposed; i.e. discharge;
2. The effective date of the discharge; and
3. The reason for the discharge and all supporting documentation on which the proposed discharge is based.

Section 5. The employee will be provided copies of all progressive discipline documentation.

Section 6. The employee may write a rebuttal to be attached and placed in their personnel file.

Section 7. At any step in the Progressive Discipline process, Union representation may be present if the employee so desires.

Section 8. If the employee's performance has sufficiently improved at any step during the corrective action process, the supervisor will write a memo to the employee citing the specific performance improvements and stating that the employee is no longer in the corrective action process. The employee will then be expected to continue to maintain performance standards.

ARTICLE 37

Distribution of Contract

Section 1. The Human Resources Department shall deliver to each department director or authorized G.A.M.E. Representative, a sufficient number of contract copies for each G.A.M.E. member in each department. Each department director may require a signed acknowledgment receipt.

Section 2. Upon execution of this Agreement, the City will provide G.A.M.E. with an electronic copy of the agreement.

Section 3. G.A.M.E. and the City agrees that each does not have the right to make changes including deletion of language or exhibits to the Agreement during the editing, copying and/or printing phase after execution without notification and written agreement by each party.

ARTICLE 38

Savings Clause

If any clause, section or other part or application of this Agreement is hereafter declared by a proper legislative or judicial authority to be unlawful, invalid, unenforceable or not in accordance with the applicable Statutes or Ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon the issuance of such a decision or declaration, which is not appealed by either party, the party shall, following a request by either party, negotiate in good faith on a substitute Article, section or portion thereof.

ARTICLE 39

Association Representation

Section 1. Neither party in negotiations shall have any control over the selections of the negotiating or bargaining representative of the other party. The bargaining committee of G.A.M.E. shall not consist of more than seven individuals, at least five of whom must be a member of the Miramar Unit, as aforesaid in Article 2, Section 2. G.A.M.E. will furnish the CITY with a written list of G.A.M.E. bargaining committee, prior to the first bargaining meeting, and substitute changes thereto.

Section 2. The names and shift assignments of all G.A.M.E. bargaining committee members shall be given, in writing, to the Human Resources Director, or his designee, as well as any changes in such lists prior to the effective date of their assuming duties. Such notification shall be made by an officer of G.A.M.E.

Section 3. G.A.M.E. representatives shall be allowed to communicate official G.A.M.E. business to members prior to the beginning of the work shift and after the regularly scheduled work shift and during the employee's lunch period.

Section 4. Special conferences, Committee or Labor/Management sessions will be arranged as necessary between G.A.M.E. and the Human Resources Director upon the request of either party. G.A.M.E. representatives shall be limited to not more than five (5) on-duty personnel.

Section 5. After securing permission from and/or notification to the Department Director or his designee, G.A.M.E. representatives and agents may be permitted to discuss G.A.M.E. grievances with members during their duty hours provided

such discussions shall not interfere with the performance of the member's duties and service to the community, as determined by the Department Director. Such permission shall not be unreasonably withheld, particularly where necessary to observe the grievance procedure or timetable.

Section 6. Any overtime or off-duty time on negotiations or grievances shall not be paid nor shall such time be accrued toward overtime in any employee's workday or workweek.

Section 7. The CITY and G.A.M.E. agree that there will be no negotiations attempted or entered into between any persons other than the CITY Manager and/or his designee and representatives of the G.A.M.E. Executive Board.

ARTICLE 40

Drug Testing/Abuse Program

Section 1. The CITY agrees to make a reasonable attempt to inform a Representative of G.A.M.E. so they may counsel with the employee prior to his or her submitting to a drug or alcohol test. Notwithstanding the above, if the basis for the testing order comes in the immediate aftermath of violent or threatening behavior, law enforcement involvement or injury to any person, informing G.A.M.E. of the incident may occur at reasonable time thereafter.

Section 2. In the event a blood test is considered, the decision to administer the test will be determined by a qualified medical professional, doctor, or nurse. Any drug testing conducted pursuant to this Article will be in accordance with the City's Drug-Free Workplace policy and applicable Florida Statute §112.0455, and other applicable laws.

Article 41
Call Back or Call In

Section 1. Employees covered by the terms of this agreement who are called back following the completion of their scheduled workday or are called into work on their scheduled day off shall be granted a minimum of four (4) hours pay plus all hours worked at one and one half (1 ½) times their regular rate of pay. Time clocks or equivalent devices shall be used to record employee starting and quitting times.

Section 2. Call Back or Call In hours shall be paid or banked as compensatory time at the discretion of the employee at the rate of time and one half unless the time extends into the regular work shift, at which point they will be paid their regular pay.

Section 3. If an employee is called back or called in to work between the hours of 3:00 p.m. to 11:00 p.m. after the completion of their scheduled workday, that employee will receive a shift differential of five percent (5%) of base pay per hour. If the employee is called back or called in to work between the hours of 11:01 p.m. to 7 a.m. after the completion of their scheduled workday, that employee will receive a shift differential of seven percent (7%) of base pay per hour.

Section 4. Holiday Call Back or Call In: When it pertains to all City-observed holidays, an employee who is called back or called in to work shall be compensated in pay or compensatory time at two and one half (2 ½) times the employee's regular rate of pay. This holiday pay will be paid and provided for all hours worked on said holiday and will be in addition to both the straight time pay for scheduled hours on the City-observed holiday and the holiday pay paid and provided to employees (that holiday pay being two and a half (2 1/2) times the employee's regular rate of pay for all hours worked on said holiday).__

Section 5. Employees who are called on the telephone during their off hours and who respond and provide information or assistance shall be paid for fifteen (15) minutes of work or the actual time spent, whichever is greater.

ARTICLE 42

Discharge and Discipline

Section 1. Management reserves the right to discharge, suspend or otherwise discipline any employee who has successfully completed his/her probationary period for just cause. Management shall, at the earliest possible time, agree to meet with an employee who demonstrates short-comings in their job performance, including attendance and productivity, to bring to their attention the deficiencies noted and provide guidance or other reasonable forms of assistance to enable them to make the necessary correction. The intent of the aforesaid intervention is to attain correction and avoid disciplinary action.

Section 2. Management will notify the G.A.M.E. President or Designee in advance of any discharge or discipline and advise the G.A.M.E. President or Designee of the reason for such discharge.

Section 3. Management agrees that prior to conducting an investigatory interview with an employee who may be subject to discipline, it will advise the member of their right to have a Union representative present during such interview. Management also agrees that prior to conducting a meeting with an employee whose purpose is to administer disciplinary action, it will advise the employee of his/her right to have a Union representative present during such meeting.

ARTICLE 43

Classification Review and Appeal

Section 1. If an employee has reason to believe that he/she is misclassified based upon a significant change in his/her job duties and responsibilities, he/she may apply for a review of his/her classification, in writing, to his/her immediate supervisor. Such reclassification request shall be limited to one (1) request per employee during the term of this agreement. Such request, including a job description prepared by the employee and commented upon by the Department, shall be forwarded to Human Resources by the employee's department within twenty (20) calendar days of receipt of request. Within sixty (60) calendar days of receipt of the request for reclassification, Human Resources shall render a decision in writing.

Section 2. If the decision of Human Resources is deemed a "no change", the employee may, within fourteen (14) calendar days of receipt of the decision, request in writing, a hearing by the Human Resources Department Director. At the hearing, the employee may be accompanied by a representative of his or her choosing and may produce any documents and evidence to support the claim for reclassification. A G.A.M.E. representative has the right to be in attendance at the appeal hearing. The Human Resources Department Director or designee will explain the basis for the decision in writing in the event the request is denied. The Human Resources Department Director or designee shall hold such hearing within ninety (90) calendar days of the request and render a decision within ninety (90) calendar days after the conclusion of the hearing. The Human Resources Director's decision regarding reclassification shall be final.

Section 3. Whenever the Human Resources Director or designee determines that an

employee is misclassified, the employee shall be placed in a current, appropriate classification, unless the Human Resources Director or designee determines that there is no existing appropriate classification. In such cases, the Human Resources Director or designee shall establish the classification, job description and pay range, which shall be maintained during the term of this agreement. In the event the request for reclassification is upheld, retroactive pay/compensation shall be established to the employee for all hours worked in out of class assignments.

Section 4. In the event a Department Director requires an employee to utilize, for the benefit of the CITY service, a current and active professional license as a regular component of their assigned tasks, and the license held by the employee is not a requirement of their present position or job classification, the Department may request a review of the licensure duties and responsibilities by the Human Resources Department to determine if additional compensation is warranted in light of the level of compensation currently provided to the employee. Justification for the requested compensation shall be submitted by the Department Director to Human Resources for their review and analysis. The decision of the Human Resources Department shall be final and binding and will not be grievable or subject to further appeal.

Section 5. The CITY will notify and confer with G.A.M.E. with respect to the following classification actions that affect the bargaining unit's classifications prior to finalizing the classification action:

a) Reclassification of a filled position(s) to a new classification outside of the bargaining unit.

b) Reclassification of a bargaining unit classification to a new classification outside of the bargaining unit.

Article 44

Work Life Balance

Section 1. Parties acknowledge that it is in the best interests of employees and the City to encourage efforts aimed at the health and wellness of members of the bargaining unit.

Section 2. To promote the employee's overall health and productivity in the workplace-the City's Benefits Division and the Union will work together within the HR Roundtable meetings to come up with ideas for a mental health day to assist employees with mental health awareness or concerns, within 3 months of ratification of this contract.

Article 45

Maternity, Adoption and/or Parenting Leave

Section 1. Absence for Maternity and/or Parenting Leave -

- A. An employee on Maternity and/or Parenting Leave of Absence will be granted full FMLA rights. All required documentation must be submitted and approved by the Human Resources Department.
- B. A pregnant employee is not required to stop working at any particular stage in her pregnancy. Any requirement to go on light duty or restricted duty, or to stop working, will be determined solely by the employee's treating physician.
- C. An employee returning from maternity leave must provide documentation from the employee's treating physician, as required by FMLA, confirming the employee's ability to medically and physically return to full, unrestricted duty.

An employee returning to work from parenting leave of absence will be reinstated without loss of prior CITY service credit. Active employee benefits will be reinstated effective the day the employee returns to work. A pregnant employee who does not make application for parenting leave of absence or does not return to work within the time prescribed by her personal physician or as outlined herein, will be considered as being absent without permission or as having abandoned employment and will be terminated.

Section 2: The City and the Union will meet within 30 days of the ratification of this contract to discuss and implement parental leave of up to four (4) weeks following the birth and adoption of a child by December 31, 2021.

ARTICLE 46

Declaration of Emergency & Provisions Covering Emergency Pay

Section 1. An emergency is declared when conditions are out of the CITY's control. Such as, but is not limited to, a hurricane, tornado, windstorm, flash floods, fires, earthquakes, explosions, the presence of hazardous materials, Active Killer, bomb threats, riots, pandemics, or any other acts of nature or mankind that endanger the health or safety of the employees or others occupying a CITY facility.

All provisions of the Agreement shall be suspended, except the wage and salary provisions, only when all of the following conditions are met:

1. The CITY has issued a "declaration of emergency."
2. The CITY has activated an Emergency Operations Center.
3. All non-essential employees are told to "lockdown," meaning they do not report to work, conduct CITY business (remote or otherwise), and such employees maintain their regular pay status.

Section 2. The City Manager, or their designee, is responsible for announcing a declaration of emergency and the period of the declaration of emergency.. A Declared Emergency Period shall begin once the CITY Manager or their designee issues a declaration of emergency and regular CITY business is suspended or closed. The Declared Emergency period ends when the CITY Manager or their designee declares it is safe for all employees to return to work.

Section 3. In case of violent civil emergencies, such as riots, civil disorders, or terrorist threats/attacks, the CITY shall provide police assistance and protection to GAME employees performing their duties.

This provision shall not create a cause of action for GAME or its members against the CITY outside the contractual grievance process.

Section 4. Activation - The CITY will attempt, where possible, to provide twenty-four (24) hours advance notice of an anticipated declaration of emergency.

(a) All employees will be notified of the declaration of emergency through their Department Directors.

(b) If CITY Manager directs the closing of normal CITY operations, GAME employees, who must work and remain on duty or are activated to work during a Declared Emergency Period (“Activated Employees”) shall be compensated with Declared Emergency pay set forth herein.

(c) The Human Resources Department shall bear the responsibility of maintaining an up-to-date record of the employee’s full name, position title, and contact numbers.

(d) If an Activated Employee calls in sick for the Declared Emergency, they must use their available leave to cover their absence from work.

(e) Activated Employees may be assigned to work other areas outside of their regular scheduled hours of work and work duties to support the needs of the CITY or the needs of residents of the CITY.

(f) Non-Activated Exempt employees who are not required to work during a Declared Emergency Period will suffer no loss of pay. However, the employee's status can be changed to Activated on an ‘as-needed basis determined by their Department Director. If the status

changes to Activated, to the employee shall be paid as an Activated Employee as herein provided

(g) When a declaration of emergency is issued by the City and the City announces the City's official closing or operational shutdown, the Department Director shall notify their employees. Non-Activated employees are to leave their assigned work location and are directed to go home.

If an employee is directed to go home before all of the criteria for the Declared Emergency have been met, the employee will suffer no loss of pay.

(H) All employees must be available to return to work once the CITY Manager or their designee notifies that it is safe to return to work.

(i) If any CITY observed holiday, under Article 6, Holidays, Section 1, occurs during a Declared Emergency Period, that holiday shall not be charged against the employee. For those not required to work during the Declared Emergency Period, the holiday will be rolled to their next working day. This does not apply if the employee is on approved leave such as vacation, holiday, sick, or FMLA. The Department Director has the authority to cancel any approved leave other than sick or FMLA during a Declared Emergency Period.

(j) If an employee is required to work during a Declared Emergency Period, they shall be given a minimum of Five (5) hours to secure their homes and families. Those employees shall not suffer any loss of pay, and their time bank shall not be applied for those hours given to secure their homes and families.

The City Manager or their designee will determine when it is safe for employees to return to work.

Section 5. Pay - If an employee works before a disaster for preventive measures (i.e., sand, water, etc.) to prepare for an impending emergency, the employee will be compensated at the overtime rate of one and one-half (1 ½) time for all hours worked over their regular

scheduled hours.

If an employee works during a Declared Emergency Period, the employee shall be compensated at two and one-half (2 ½) times their straight time base hourly rate for all hours worked.

If the employee is working during a Declared Emergency Period and a CITY observed holiday falls within the Declared Emergency period, the employee shall be compensated in the following manner:

1. 2.5 times for all hours worked on a holiday, per Article 6, and;
2. 2.5 times of Declared Emergency pay for all hours worked

The employee may elect to receive compensatory time.

Employees must complete the required timekeeping documentation, FEMA 214, Emergency Timecards, and all appropriate documentation for each day worked during the Declared Emergency.

ARTICLE 47

PERSONNEL FILE

Section 1. Employees covered by this Agreement shall have the right, upon request, during normal working hours to inspect and copy any letter of reprimand which is placed in the employee's personnel file(s) as the result of disciplinary action.

Section 2. An employee receiving a letter of reprimand from their supervisor may file a written response thereto within seven (7) days after the issuance of the letter of reprimand. Any such written response shall be attached with the letter of reprimand in the employee's personnel file.

Section 3. An employee, upon written request to the Human Resources Department, shall receive copies of all materials in their personnel file.

Section 4. Materials within employees' personnel files are confidential and shall be released only for legitimate business reasons or as required by the law.

Section 5. All documented material relied upon to support a disciplinary action will be available to the Employee or his or her representative at the time the employee is advised of the disciplinary action (does not include a verbal reprimand). If the employee refuses to sign and acknowledge that the information was disclosed, a notation of "refused to sign" may be noted in the employee's signature block, dated, and initialed by the Department Head. The Department Head will provide to the employee prior to the end of the meeting, a copy of the document(s) with the above notation. Employee shall have the right to attach a statement rebutting information of an adverse nature.

Section 6: The City will adhere to the records retention schedules applicable to municipalities under State, Federal or local law.

Section 7. Commendations shall also be placed into an employee's personnel file and a copy of the same provided to the employee.

Article 48

Sick Leave Bank

PURPOSE:

The purpose of this program is to establish a Sick Leave Pool from which participating employees may receive benefits in cases involving non-work related catastrophic or long-term illness or injuries. This program is not intended to supplement or replace the short-term use of sick leave benefits

Section 1. A Sick Leave Bank ("Sick Bank") shall be established to assist employees who have encountered a catastrophic illness or injury and have exhausted their accumulated leave time. This program provides salary and benefits continuation for eligible employees who have exhausted all paid leave due to a catastrophic illness or injury of the employee or an immediate family member. This is a voluntary program that allows employees to donate a portion of their unused sick leave, vacation leave or compensatory time into a sick leave bank that is available to assist employees who are eligible under the program.

The hours withdrawn from the Sick Leave Bank will be based on the employee's regular rate of pay. Existing payroll deductions including benefit premiums will continue to occur.

a) Eligibility for Sick Bank

- 1) An eligible employee must have a total of **80 hours** of accumulated leave (sick, vacation, floating or compensatory) at the time of membership enrollment.
- 2) Membership in the Sick Bank begins upon the employee's original donation of at least one (1) day during the Leave Donation Period (Members may elect to immediately donate one day to enter the program).

- 3) Membership will continue until written notification is received cancelling membership during a subsequent Benefits Choice Period.
- b) Once enrolled, an automatic deduction of one day annually will be taken from the employee's leave balance. Automatic reduction of leave will occur in this order, sick then vacation.
- c) Once a member receives benefits from the Sick Bank, the member will be required to donate annually for the duration of their employment.
- d) Members and non-members who are eligible to retire may not donate any of their remaining sick or vacation leave to the Sick Leave Bank.

Section 2. To be eligible to receive leave from the Sick Leave Bank, an employee must:

- a) Be a member of G.A.M.E., as defined under G.A.M.E. membership guideline, and
- b) Have exhausted all such member's accumulated sick, vacation time and compensatory time, and
- c) Suffer or have an immediate family member suffer from a catastrophic illness or injury evidenced by documentation from a health care provider.

Section 3. To apply for Leave from the Sick Leave Bank, an employee or his/her designee must request sick leave from the Bank by completing an application and submitting it to the Human Resources Department.

- a) All applications for leave from the Sick Leave Bank, must be accompanied by a health care provider's statement which includes the beginning date of the condition and a description of the illness or injury. All applications must indicate the number of sick leave days being requested.

- b) A decision will be rendered to the employee within five (5) working days after receipt of the completed application.

Section 4. The Human Resources Department will be responsible for administering and coordinating the annual donation period, processing requests, maintaining appropriate related records, and convening the Sick Bank Committee, which will be made up one Human Resources Department representative and the Executive Board of G.A.M.E at the City. The Sick Bank Committee will be responsible for reporting usage and for reviewing the policies and operations of the Sick Leave Bank on an annual basis.

Section 5. The decision of the Sick Bank Committee is final and cannot be appealed.

Section 6. Definitions relevant to the Sick Leave Bank are:

- a) Immediate family includes the employee's spouse or domestic partner, parent, and children (natural, step, adopted, and foster children), or if the employee is the primary custodian and caregiver of grandchildren or siblings.

A catastrophic illness and/or injury is an acute or prolonged illness or injury that is considered life-threatening or which results in the affected individual's inability to work; A serious, debilitating illness, impairment, or physical/mental condition are conditions that involve treatment in connection with an overnight stay in a hospital, hospice, or residential medical facility; A high intensity/high frequency of treatment necessitated by a chronic or long-term condition that is so serious that, if not treated, would likely result in an extended period of incapacity or death; or A terminal illness, such as cancer, etc.

Section 7. Exclusions are:

- a) Elective surgery does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition, the situation may qualify as a catastrophic illness or injury.

- b) Most leave associated with pregnancy is not covered by Catastrophic Sick Leave. If complications arise resulting in a serious health condition for the mother or child, the situation may qualify as a catastrophic illness or injury.
- c) Employees on Workers' Compensation or disability leave are not eligible for the Sick Leave Bank benefits.
- d) An employee must not have a written record of disciplinary action for leave abuse or misuse of leave within the past (12) months.
- e) An employee may not receive more than 25 sick leave days in a (12) month period from the Sick Leave Bank. The (12) month period is defined as a rolling back period as of the date of award approval.

Section 8. Sick Leave Bank hours terminate:

- a) when the employee separates from the City
- b) upon the death of the employee,
- c) when the health care provider releases the employee to return to work, or
- d) the maximum sick leave benefit has been exhausted.

Section 9. Donation of time: An employee shall be allowed to donate any amount of unused or compensable and unpaid sick, vacation or compensatory leave from his/her individual balances.

ARTICLE 49

Services to G.A.M.E.

Section 1. The City agrees to furnish one copy each to the Union, at no cost, when not easily accessible:

- (a) City Commission Meeting Agendas
- (b) City Commission Meeting Minutes
- (c) Proposed and Final Budget
- (d) Civil Service Board Agendas and Minutes
- (e) Civil Service Certified Eligibility Lists
- (f) Revisions to Job Classification Specifications
- (g) Civil Service Rules and Regulations
- (h) Citywide Administrative Policy Directives and Procedures
- (i) Semi-annual list of all employees in the Bargaining Unit, including classification, date of hire, and departmental assignment; home address, zip code and telephone number in the months of April and October, each year.
- (j) Monthly list of employees hired into or separated from the Bargaining Unit.
- (k) General Employees' Pension Board Agendas, Minutes and Quarterly Reports including annual Actuary Report upon acceptance by the Pension Board.
- (l) Safety Committee Meeting Minutes

- (m) Workplace Change Committee Meeting Minutes
- (n) Labor Management Committee Meeting Minutes
- (o) Anything else that applies and/or relates to the Bargaining Unit including disciplinary and promotional documents.

Section 2. G.A.M.E. President or designee will retrieve the copies referred to in Section 1 above from the Human Resources Director or designee and/or the City Clerk's Office upon notification of their availability.

ARTICLE 50

Miscellaneous

Section 1. The City's Civil Service and Personnel Policies and Regulations as adopted by the CITY Commission or CITY Manager and as may be amended, departmental rules and regulations and administrative policies shall apply to all bargaining unit members. However, to the extent that the CITY's Civil Service and Personnel Policies and Regulations shall be inconsistent with the provisions set forth herein, this collective bargaining agreement shall supersede said Civil Service and Personnel Policies and Regulations, to the effect that the inconsistent terms and conditions of this negotiated Agreement, if any, shall control.

Section 2. The CITY shall continue with the Federal Social Security system. The CITY shall provide employee parking spaces at no charge. The CITY shall process bank or credit union deductions from employee's payroll checks at no charge to the employee or to the bank or credit union.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the CITY and G.A.M.E. for the duration of this Agreement, except as provided in Florida Statutes or by Florida P.E.R.C. Case Law, each voluntarily and unqualifiedly waives the right, and each agrees that the

ARTICLE 52

Prevailing Rights

Any benefits recognized by the CITY and heretofore enjoyed by the employees, which are not specifically provided for or abridged by this Agreement, shall, where reasonable, continue under conditions upon which they have previously been granted.

Likewise, all authority and discretion available to the CITY not specifically provided for or abridged by this Agreement shall, where reasonable continue.

Exhibit "A"

G.A.M.E Salary Ranges

1-Oct-21														
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14
G05B	29,421.63	30,276.49	31,156.19	32,061.45	32,993.01	33,951.64	34,938.12	35,953.27	36,997.91	38,072.90	39,179.13	40,317.50	41,488.94	42,694.43
G06B	31,657.66	32,590.15	33,550.11	34,538.34	35,555.68	36,602.99	37,681.14	38,791.05	39,933.66	41,109.92	42,320.83	43,567.41	44,850.70	46,171.80
G07B	33,893.71	34,903.52	35,943.42	37,014.30	38,117.09	39,252.73	40,422.21	41,626.53	42,866.73	44,143.88	45,459.08	46,813.47	48,208.21	49,644.50
G08B	36,012.08	37,105.19	38,231.49	39,391.98	40,587.69	41,819.69	43,089.10	44,397.03	45,744.67	47,133.21	48,563.90	50,038.02	51,556.88	53,121.85
G09B	38,234.65	39,405.77	40,612.77	41,856.73	43,138.80	44,460.13	45,821.94	47,225.46	48,671.97	50,162.79	51,699.27	53,282.81	54,914.86	56,596.90
G10B	40,583.43	41,826.40	43,107.44	44,427.71	45,788.43	47,190.82	48,636.16	50,125.76	51,660.99	53,243.24	54,873.95	56,554.61	58,286.74	60,071.92
G11B	42,928.73	44,243.65	45,598.86	46,995.57	48,435.07	49,918.66	51,447.69	53,023.56	54,647.70	56,321.58	58,046.74	59,824.74	61,657.20	63,545.79
G12B	45,277.50	46,664.34	48,093.66	49,566.76	51,084.98	52,649.70	54,263.35	55,924.39	57,637.34	59,402.76	61,222.25	63,097.47	65,030.14	67,021.99
G13B	47,625.13	49,083.75	50,587.04	52,136.37	53,733.16	55,378.85	57,074.95	58,822.99	60,624.57	62,481.32	64,394.94	66,367.17	68,399.81	70,494.70
G14B	49,972.74	51,503.39	53,080.92	54,706.78	56,382.43	58,109.41	59,889.28	61,723.67	63,614.25	65,562.74	67,570.90	69,640.58	71,773.65	73,972.06
G15B	52,320.36	53,922.92	55,574.56	57,276.79	59,031.16	60,839.27	62,702.75	64,623.32	66,602.71	68,642.73	70,745.23	72,912.14	75,145.41	77,447.09
G16B	54,669.15	56,343.55	58,069.24	59,847.78	61,680.80	63,569.95	65,516.97	67,523.62	69,591.73	71,723.19	73,919.92	76,183.94	78,517.29	80,922.12
G17B	57,015.60	58,761.97	60,561.82	62,416.81	64,328.61	66,298.98	68,329.69	70,422.60	72,579.62	74,802.71	77,093.89	79,455.24	81,888.93	84,397.16
G18B	59,364.39	61,182.66	63,056.63	64,988.00	66,978.52	69,030.01	71,144.34	73,323.42	75,569.25	77,883.87	80,269.38	82,727.96	85,261.84	87,873.33
G19B	61,712.01	63,602.19	65,550.27	67,558.02	69,627.26	71,759.88	73,957.81	76,223.08	78,557.72	80,963.87	83,443.72	85,999.53	88,633.61	91,348.38
G20B	64,057.31	66,019.39	68,041.56	70,125.68	72,273.63	74,487.37	76,768.92	79,120.35	81,543.81	84,041.49	86,615.69	89,268.73	92,003.03	94,821.08
G21B	66,406.09	68,440.14	70,536.49	72,697.06	74,923.80	77,218.75	79,584.00	82,021.70	84,534.06	87,123.38	89,792.01	92,542.38	95,377.00	98,298.44
G22B	68,754.86	70,860.76	73,031.16	75,268.04	77,573.43	79,949.44	82,398.22	84,922.00	87,523.08	90,203.84	92,966.70	95,814.19	98,748.89	101,773.48
G23B	71,102.49	73,280.35	75,524.93	77,838.25	80,222.44	82,679.65	85,212.12	87,822.17	90,512.16	93,284.54	96,141.85	99,086.67	102,121.69	105,249.68
1-Oct-22														
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14
G05B	30,010.07	30,882.02	31,779.32	32,702.68	33,652.87	34,630.67	35,636.89	36,672.33	37,737.87	38,834.36	39,962.71	41,123.85	42,318.72	43,548.32
G06B	32,290.82	33,241.95	34,221.11	35,229.11	36,266.79	37,335.04	38,434.76	39,566.87	40,732.33	41,932.12	43,167.25	44,438.75	45,747.72	47,095.23
G07B	34,571.59	35,601.39	36,662.29	37,754.59	38,879.43	40,037.79	41,230.65	42,459.06	43,724.07	45,026.76	46,368.26	47,749.74	49,172.37	50,637.39
G08B	36,732.32	37,837.32	38,996.12	40,179.82	41,399.44	42,656.09	43,950.88	45,284.97	46,659.56	48,075.87	49,535.18	51,038.78	52,588.02	54,184.29
G09B	38,999.34	40,193.89	41,425.02	42,693.87	44,001.57	45,349.34	46,738.38	48,169.97	49,645.41	51,166.05	52,733.26	54,348.47	56,013.16	57,728.83
G10B	41,395.09	42,662.93	43,969.59	45,316.27	46,704.20	48,134.63	49,608.88	51,128.28	52,694.21	54,308.11	55,971.43	57,685.70	59,452.48	61,273.36
G11B	43,787.30	45,128.53	46,510.84	47,935.48	49,403.77	50,917.03	52,476.65	54,084.03	55,740.65	57,448.01	59,207.67	61,021.23	62,890.34	64,816.70
G12B	46,183.05	47,597.63	49,055.53	50,558.09	52,106.68	53,702.69	55,347.59	57,042.88	58,790.09	60,590.81	62,446.70	64,359.42	66,330.74	68,362.43
G13B	48,577.63	50,065.42	51,598.78	53,179.10	54,807.82	56,486.43	58,216.45	59,999.45	61,837.06	63,730.95	65,682.84	67,694.52	69,767.80	71,904.59
G14B	50,972.19	52,533.46	54,142.54	55,800.91	57,510.08	59,271.59	61,087.07	62,958.15	64,886.53	66,873.99	68,922.32	71,033.39	73,209.12	75,451.50
G15B	53,366.77	55,000.38	56,686.05	58,422.33	60,211.78	62,056.05	63,956.81	65,915.79	67,934.76	70,015.58	72,160.14	74,370.38	76,648.32	78,996.03
G16B	55,762.53	57,470.42	59,230.63	61,044.74	62,914.41	64,841.35	66,827.31	68,874.10	70,983.57	73,157.65	75,398.32	77,707.62	80,087.64	82,540.56
G17B	58,155.91	59,937.21	61,773.06	63,665.15	65,615.19	67,624.96	69,696.28	71,831.05	74,031.21	76,298.76	78,635.76	81,044.35	83,526.71	86,085.10
G18B	60,551.67	62,406.32	64,317.76	66,287.76	68,318.09	70,410.61	72,567.22	74,789.89	77,080.64	79,441.55	81,874.77	84,382.52	86,967.08	89,630.80
G19B	62,946.25	64,874.24	66,861.28	68,909.18	71,019.80	73,195.07	75,436.97	77,747.54	80,128.87	82,583.15	85,112.59	87,719.52	90,406.28	93,175.35
G20B	65,338.46	67,339.77	69,402.39	71,528.19	73,719.10	75,977.12	78,304.30	80,702.76	83,174.68	85,722.32	88,348.00	91,054.10	93,843.09	96,717.50
G21B	67,734.21	69,808.94	71,947.22	74,151.00	76,422.28	78,763.13	81,175.68	83,662.13	86,224.74	88,865.85	91,587.85	94,393.23	97,284.54	100,264.41
G22B	70,129.96	72,277.98	74,491.79	76,773.40	79,124.90	81,548.43	84,046.18	86,620.44	89,273.55	92,007.91	94,826.03	97,730.47	100,723.87	103,808.95
G23B	72,524.53	74,745.96	77,035.43	79,395.02	81,826.89	84,333.24	86,916.37	89,578.61	92,322.40	95,150.24	98,064.68	101,068.40	104,164.13	107,354.67
1-Oct-23														
Grade	1	2	3	4	5	6	7	8	9	10	11	12	13	14
G05B	30,910.37	31,808.48	32,732.70	33,683.76	34,662.46	35,669.60	36,705.99	37,772.50	38,870.00	39,999.39	41,161.59	42,357.56	43,588.29	44,854.77
G06B	33,259.54	34,239.21	35,247.74	36,285.98	37,354.80	38,455.10	39,587.81	40,753.88	41,954.30	43,190.08	44,462.26	45,771.92	47,120.15	48,508.09
G07B	35,608.73	36,669.64	37,762.16	38,887.23	40,045.82	41,238.92	42,467.57	43,732.83	45,035.79	46,377.56	47,759.31	49,182.23	50,647.54	52,156.51
G08B	37,834.29	38,982.72	40,166.00	41,385.21	42,641.42	43,935.77	45,269.41	46,643.52	48,059.35	49,518.15	51,021.23	52,569.94	54,165.66	55,809.81
G09B	40,169.32	41,399.71	42,667.77	43,974.68	45,321.62	46,709.82	48,140.53	49,615.07	51,134.78	52,701.03	54,315.25	55,978.92	57,693.55	59,460.70
G10B	42,636.95	43,942.81	45,288.67	46,675.76	48,105.32	49,578.67	51,097.14	52,662.13	54,275.04	55,937.35	57,650.58	59,416.27	61,236.05	63,111.56
G11B	45,100.92	46,482.38	47,906.16	49,373.55	50,885.88	52,444.54	54,050.94	55,706.55	57,412.87	59,171.45	60,983.90	62,851.87	64,777.05	66,761.20
G12B	47,568.54	49,025.56	50,527.20	52,074.84	53,669.88	55,313.77	57,008.02	58,754.16	60,553.79	62,408.54	64,320.10	66,290.21	68,320.66	70,413.31
G13B	50,034.96	51,567.38	53,146.74	54,774.47	56,452.06	58,181.02	59,962.94	61,799.43	63,692.17	65,642.88	67,653.33	69,725.35	71,860.84	74,061.73
G14B	52,501.36	54,109.46	55,766.82	57,474.94	59,235.38	61,049.74	62,919.68	64,846.89	66,833.13	68,880.21	70,989.99	73,164.39	75,405.40	77,715.04
G15B	54,967.77	56,651.42	58,386.63	60,175.00	62,018.14	63,917.73	65,875.51	67,893.26	69,972.81	72,116.05	74,324.94	76,601.49	78,947.77	81,365.92
G16B	57,435.41	59,194.54	61,007.54	62,876.08	64,801.85	66,786.59	68,832.13	70,940.32	73,113.08	75,352.38	77,662.27	80,038.84	82,490.27	85,016.78
G17B	59,900.59	61,735.32	63,626.25	65,575.10	67,583.64	69,653.70	71,787.17	73,985.99	76,252.15	78,587.72	80,994.84	83,475.68	86,032.51	88,667.65
G18B	62,368.22	64,278.51	66,247.30	68,276.39	70,367.63	72,522.93	74,744.24	77,033.59	79,393.06	81,824.79	84,331.01	86,913.99	89,576.09	92,319.72
G19B	64,834.64	66,820.46	68,867.11	70,976.45	73,150.39	75,390.92	77,700.08	80,079.96	82,532.74	85,060.64	87,665.97	90,351.10	93,118.47	95,970.61
G20B	67,298.61	69,359.97	71,484.46	73,674.03	75,930.67	78,256.43	80,653.42	83,123.84	85,669.92	88,293.99	90,998.44	93,785.72	96,658.38	99,619.03
G21B	69,766.23	71,903.21	74,105.64	76,375.53	78,714.95	81,126.02	83,610.95	86,171.99	88,811.48	91,531.82	94,335.49	97,225.03	100,203.08	103,272.34
G22B	72,233.86	74,446.32	76,726.54	79,076.60	81,498.65	83,994.88	86,567.57	89,219.05	91,951.75	94,768.15	97,670.82	100,662.38	103,745.58	106,923.22
G23B	74,700.27	76,988.34	79,346.49	81,776.87	84,281.69	86,863.24	89,523.86	92						

DEFINITIONS

The following words shall have the meaning herein given them:

AFL-CIO:

The largest U.S. organization for labor unions. The American Federation of Labor and Congress of Industrial Organizations.

ANNIVERSARY DATE:

Anniversary date for full-time employee is the date in which the employee was hired in a full-time capacity. Anniversary date for a part-time employee is the date in which the employee was hired in a part-time capacity. If a part-time employee, covered under this agreement, status changes to full-time, then the anniversary date becomes the date in which the employee changed to full-time.

ARBITRATION:

The process of resolving grievances by referring them to an arbitrator who issues a decision regarding the grievance in dispute.

BARGAINING UNIT:

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

CBA:

Collective Bargaining Agreement. The document you are reading, which contains the terms and conditions of employment for GAME bargaining unit members, which were mutually agreed upon as the result of collective bargaining.

CERTIFICATION:

An official document issued by an accredited or authorized person or agency attesting in writing, the attainment of the required qualification or completion of work.

CLASSIFICATION:

Classification means a position or group of positions that have similar duties and responsibilities, require similar classifications, and can be designated by a single title indicative of the kind of work, and for which the same schedule of pay can be applied with equity.

C.O.L.A.:

Cost of Living Adjustment percentage that is typically added to base salary.

COMPENSATORY TIME:

Under certain prescribed conditions, employees of State or local government agencies may receive compensatory time off, at a rate of not less than one and one-half hours for each overtime hour worked, instead of cash overtime pay.

DAYS:

When related to Union Business, only days on which City Hall is open for business shall be counted. Saturday, Sunday, days that City Hall is closed, for any reason, and holidays shall be excluded.

DISMISSAL:

The discharge of an employee from City service.

DOMESTIC PARTNER:

Refers to unmarried individuals of the same or opposite sex, living together in long-term relationship.

EVALUATION:

The act of considering or examining your job duties and performance and giving a spoken or written statement of the value, quality, importance, extent or condition of said performance; for purposes of employment decisions such as hiring, firing, demotions, promotions, and or pay increases.

FMCS:

The Federal Mediation and Conciliation Service.

FAMILY MEDICAL LEAVE ACT (FMLA):

A Federal Labor Law providing employees with job-protection and unpaid leave for qualified medical and family reasons; certain military leave provisions are also included.

FULL TIME EMPLOYEE:

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

G.A.M.E.:

The General Association of Miramar Employees.

GRIEVANCE:

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

Leave Donation Time:

The period will be each fiscal year (FY) October 1 to September 30.

LUMP SUM:

A one-time payment, not added to base salary and non-pensionable.

O.P.E.I.U.:

Office of Professional Employees International Union (Parent Union to G.A.M.E.).

OVERTIME:

Time worked beyond one's scheduled working hours, paid at one and one half (1 ½) times the normal rate.

PENSION:

A fixed, regular payment provided during a person's retirement from an investment fund to which that person and/or their employer has contributed to during their full-time tenure with the employer. The General Employees' (GE) Pension Plan is detailed in Article 28.

PERC:

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

PERA:

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

PROBATIONARY EMPLOYEE (NEW HIRE):

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

PROBATIONARY EMPLOYEE (PROMOTION):

A specified period of time whereby the employee's performance is carefully evaluated in order to attain regular status in a higher classification. The probationary period for employees who have been promoted is six (6) months as detailed in this contract.

PROBATIONARY PERIOD (NEWHIRE):

A specified period of time wherein the employee's performance is carefully evaluated in order to attain regular status. The probationary period for new hires is one (1) year as detailed in this contract.

PROBATIONARY PERIOD (PROMOTION):

A specified period of time whereby the employee's performance is carefully evaluated in order to attain regular status in a higher classification. The probationary period for employees who have been promoted is six (6) months as detailed in this contract.

PROMOTION:

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

REGULAR PART-TIME EMPLOYEE:

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

REGULAR POSITION:

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

REGULAR STATUS:

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

SENIORITY:

Continuous length of service with the City of Miramar in a regular full-time position covered by this agreement.

SHIFT DIFFERENTIAL:

Extra pay received for working shifts that are not within the prevailing regularly scheduled hours of work (e.g.: evening, late night, etc.).

TEMPORARY UPGRADE:

Employee who works out of class to fill an open position according to the operational needs of the applicable department.

TIMELY:

Within the time required by statute, court rules or this contract

TEMPORARY OR TEMPORARY PART-TIME EMPLOYEES:

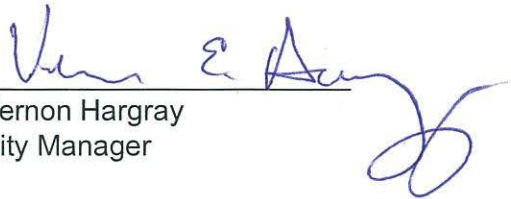
Employees who have a predetermined termination date. Temporary employees shall not be covered by any of the provisions of this Agreement.

WORKWEEK:

The standard work week shall consist of forty (40) hours.

CITY OF MIRAMAR

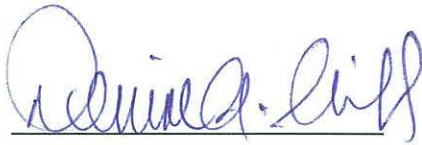
GENERAL ASSOCIATION
OF MIRAMAR EMPLOYEES



Vernon Hargray
City Manager



Jeremiah D. Edmond
GAME President



ATTEST:
Denise Gibbs
City Clerk

I HEREBY CERTIFY that I have
Approved this Agreement as to form:



CITY ATTORNEY
Austin Pamies, Norris Weeks, Powell, PLLC.,