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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF MIRAMAR

AND

THE GENERAL ASSOCIATION OF MIRAMAR EMPLOYEES

Years: 10/01/2018 to 09/30/2021

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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. 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 therein.

Section 3. 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 4. 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 5. 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 6. 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

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 employees 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 is also applicable.

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 Day 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 five (5) uniforms to those employees of the Parks and Recreation Department who are required to wear them.

Section 4. The CITY agrees to provide a uniform maintenance allowance, as part of taxable base pay of $500.00 annually to the Code Compliance Officers, and the civilian employees of the Police and Fire Departments. 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 5. 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, up to $175.00, for members who are working in a position requiring safety footwear, as determined by the Safety Committee. The Safety Committee will periodically review, update and maintain a list of said positions.

Section 6. 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 7. Employees terminating their employment or whose employment with the City has been involuntarily terminated, shall be required to return 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.

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:

YEARS OF SERVICE	% OF SICK LEAVE PAID AT BREAK IN SERVICE
LESS THAN 5 YEARS	25% of the accrued sick leave hours up to the maximum described above
OVER 5 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 major medical, hospital and dental insurance.

Section 2. All full time employees, as defined herein, are eligible for major medical, hospitalization 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 employees must complete such health insurance forms as the CITY requires, and employee deduction forms. All employees are responsible to keep the information on these forms up to date, including home address and designated beneficiary.

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

1) HMO
2) POS and/or PPO

with benefits substantially similar to the current level of benefits. The CITY agrees to pay the full cost of employee only coverage of any Plan offered by the CITY and selected by the Employee.

The CITY will pay 50% of the monthly premiums toward the cost of dependent coverage.

Section 4. Wellness programs, incentives, and related efforts by the City may be added following mutual discussion by the parties.

Section 5. The Union and the City agree to work in partnership to establish a 501(c)(9) Voluntary Employee Benefits Association (VEBA) to provide health insurance coverage, whether self-insured or insured, for all employees in GAME or for all City employees, effective calendar year 2020. Both parties agree to a reopener regarding the VEBA provided health coverage contained within this Article. Those reopener bargaining sessions will begin no later than April 1, 2019. If the work in partnership results in a determination that the aforementioned employees would receive better health insurance coverage without a VEBA, then the Union and the City will create and ratify a memorandum of understanding (MOU) to memorialize their agreement that no VEBA will be established.

Section 6. During Labor Management Committee meetings, both parties agree to establish a policy for utilizing one hour per week for wellness activities.

Section 7. Both parties agree that members must complete an annual physical, and provide proof of annual physical to the Human Resources Department, by July 31st of each year, unless unforeseen circumstances exist. If the member does not submit proof that member has completed 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.

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 sixty-six and two thirds (66 $^{2}/_{3}$) 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 after exhaustion of all leave of absence benefits, his or her employment with the CITY may be terminated by the CITY in its sole discretion.

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-hour workweek)
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.AM.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 must be open at least once per year 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 lunch room facilities in working order. The lunch room 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.

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.

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.

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. Call back/Call in. An employee, who is called back/in to work without prior notice, and who reports to work because he or she was called back/in, shall receive four (4) hours of overtime pay plus all hours worked. Call backs/Call ins relate to days on which an is called back to work, and does report back to work. Such work 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. Pay described under this section shall be based on any applicable shift differentials. To illustrate, if an employee is called back/in to work between the hours of 3:00 p.m. and 11:00 p.m. without prior notice and after having left work, that employee will receive a shift differential of five percent (5%) of base pay per

hour and, if the employee is called back/in between the hours of 11 p.m. to 7 a.m. without notice and after having left work, that employee will receive a shift differential of seven percent (7%) of base pay per hour.

Section 12. 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 related court appearances required by court order or quasi-judicial and administrative hearings, 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 court appearances.

ARTICLE 25

Educational Assistance

Section 1. It is the policy of the CITY to assist permanent 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(B), 100% for a grade of 4.0(A).

e) 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 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.

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. Cost of Living Adjustment ("COLA").

Employees covered by this Agreement shall receive the following:

(1) Effective the first year of this Agreement (i.e., October 1, 2018 – September 30, 2019), each Bargaining Unit member shall receive a one-time lump-sum payment equivalent to 4% of his/her base salary. This provision shall apply to GAME bargaining unit members who were employed by the City as of October 1, 2018 and remain so employed at the time the payment is to be made.

(2) Effective the second year of this Agreement (i.e., October 1, 2019 - September 30, 2020), each bargaining unit member shall receive a cost of living adjustment ("COLA") equivalent to 2.0% of his/her base salary. This provision shall apply to GAME bargaining unit members who were employed by the City as of October 1, 2019 and remain so employed at the time the increase is to be made.

(3) Effective the third year of this Agreement (i.e., October 1, 2020 – September 30, 2021), each bargaining unit member shall receive a cost of living adjustment ("COLA") equivalent to 2.0% of his/her base salary. This provision shall apply to GAME bargaining unit members who are employed by the City as of October 1, 2020, and remain so employed at the time the increase is to be made.

Section 2: Salary Adjustment.

Members shall also receive the following:

(1) Effective the second year of the Agreement (i.e., October 1, 2019 through September 30, 2020), each bargaining unit member shall receive a salary adjustment based on his/her years of City service:

Years of Service	Salary Adjustment
10 or more years	2%
6 - 9 years	1%
0 - 5 years	0%

This provision shall apply to GAME bargaining unit members who were employed by the City as of October 1, 2019, and remain so employed at the time the adjustment is to be made.

(2) Effective the third year of the Agreement (i.e., October 1, 2020 through September 30, 2021), each bargaining unit member shall receive a salary adjustment based on his/her years of City service:

Years of Service	Salary Adjustment
10 or more years	2%
6 - 9 years	1%
0 - 5 years	0%

This provision shall apply to GAME bargaining unit members who are employed by the City as of October 1, 2020 and remain so employed at the time the adjustment is to be made.

Section 3. Merit.

In addition to the foregoing, bargaining unit members shall receive the following (which will be effective on employee's anniversary date):

(1) Effective the second year of the Agreement (i.e., October 1, 2019 through September 30, 2020), each bargaining unit member shall receive a merit increase of 2.0% of his/her base pay if that member demonstrated satisfactory performance during the second year of the Agreement. If the member did not perform satisfactorily during the second year of the Agreement, no merit pay will be issued. This provision shall apply to GAME bargaining unit members who were employed by the City as of October 1, 2019, and remain so employed at the time the merit increase is to be made.

(2) Effective the third year of the Agreement (i.e., October 1, 2020 through September 30, 2021), each bargaining unit member shall receive a merit increase of 2% of his/her base pay if that member demonstrated satisfactory performance during the third year of the Agreement. If the member did not perform satisfactorily during the third year of the Agreement, no merit pay will be issued. This provision shall apply to GAME bargaining unit members who are employed by the City as of October 1, 2020 and remain so employed at the time the merit increase is to be made.

Section 4. 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 findings shall be final.

Section 5. Longevity Incentive.

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

Length of Service	Incentive Pay
15 years through 19 years	1% (non-cumulative)
20 years through 22 years	2% (non-cumulative)
23 years and over	3% (non-cumulative)

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 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 Parties agree to a reopener concerning danger pay for employees whose job duties require them to maintain a Hazmat license and for those employees who work in confined spaces. The parties will mutually agree upon a time within which to initiate the reopener concerning this item, which shall be no later than June 30, 2019.

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. 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 retuning 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.

D. 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 abandoned employment and will be terminated.

Section 5. 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 6. 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 7. 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 8. Voting time - Employees shall be granted one hour paid leave to vote on voting day if their work schedule prevents them from voting.

Section 9. 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

Letters of Reprimand

Section 1. Employees covered by this Agreement shall have the right to inspect and copy any letter of reprimand which is placed in the employee's personnel file as the result of supervisory action.

Section 2. Any employee receiving a letter of reprimand from a supervisor may file a written response thereto within a seven (7) calendar-day period after the issuance of the letter of reprimand. Any such written response shall be included in the employee's personnel file together with the letter of reprimand.

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 work day 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

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 42

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

other shall not be obligated to bargain collectively with respect to any subject or matter not referred to, or covered in this Agreement. This Article shall not be construed to in any way limit or restrict the parties from negotiations, as provided in Florida Law, on any succeeding Agreement to take effect upon the termination of this Agreement or any succeeding term of this Agreement. This Agreement may only be modified or altered by mutual agreement, in writing, signed with equal dignity and formality.

Section 4. This Agreement embodies the whole agreement of the parties, and this contract shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

ARTICLE 43

Term of Agreement

Section 1. This Agreement shall be effective as of the first day of October 2018 and shall remain in full force and effect until midnight on the thirtieth (30th) day of September 2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, up to two hundred seventy (270) days prior to the anniversary date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than one hundred eighty (180) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until a successor contract is ratified.

Section 2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations contained herein shall be altered, modified, affected or changed in any respect by the consolidation, merger, annexation, transfer or assignment of either party, unless mutually agreed upon by both parties.

This Agreement is made and entered into and executed this _____ day of _____, 2018.

ARTICLE 44

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

1st Year - Effective October 1, 2018

GRADE	Minimum	Maximum
Grade 5	27,999.16	40,630.25
Grade 6	30,127.09	43,939.49
Grade 7	32,255.03	47,244.30
Grade 8	34,270.97	50,553.53
Grade 9	36,386.09	53,860.56
Grade 10	38,621.31	57,167.58
Grade 11	40,853.22	60,473.49
Grade 12	43,088.44	63,781.63
Grade 13	45,322.56	67,086.44
Grade 14	47,556.67	70,395.67
Grade 15	49,790.79	73,702.70
Grade 16	52,026.02	77,009.72
Grade 17	54,259.03	80,316.74
Grade 18	56,494.25	83,624.86
Grade 19	58,728.37	86,931.89
Grade 20	60,960.28	90,236.70
Grade 21	63,195.50	93,545.93
Grade 22	65,430.72	96,852.96
Grade 23	67,664.84	100,161.09

G.A.M.E Salary Ranges

2nd Year - Effective October 1, 2019

GRADE	Minimum	Maximum
Grade 5	28,559.14	41,442.86
Grade 6	30,729.63	44,818.28
Grade 7	32,900.13	48,189.19
Grade 8	34,956.39	51,564.60
Grade 9	37,113.81	54,937.77
Grade 10	39,393.74	58,310.93
Grade 11	41,670.28	61,682.96
Grade 12	43,950.21	65,057.26
Grade 13	46,229.01	68,428.17
Grade 14	48,507.80	71,803.58
Grade 15	50,786.61	75,176.75
Grade 16	53,066.54	78,549.91
Grade 17	55,344.21	81,923.07
Grade 18	57,624.14	85,297.36
Grade 19	59,902.94	88,670.53
Grade 20	62,179.49	92,041.43
Grade 21	64,459.41	95,416.85
Grade 22	66,739.33	98,790.02
Grade 23	69,018.14	102,164.31

G.A.M.E Salary Ranges

3rd Year - Effective October 1, 2020

GRADE	Minimum	Maximum
Grade 5	29,130.33	42,271.71
Grade 6	31,344.22	45,714.65
Grade 7	33,558.13	49,152.97
Grade 8	35,655.52	52,595.89
Grade 9	37,856.09	56,036.53
Grade 10	40,181.61	59,477.15
Grade 11	42,503.69	62,916.62
Grade 12	44,829.21	66,358.41
Grade 13	47,153.59	69,796.73
Grade 14	49,477.96	73,239.66
Grade 15	51,802.34	76,680.29
Grade 16	54,127.87	80,120.91
Grade 17	56,451.09	83,561.54
Grade 18	58,776.62	87,003.30
Grade 19	61,101.00	90,443.94
Grade 20	63,423.08	93,882.26
Grade 21	65,748.60	97,325.19
Grade 22	68,074.12	100,765.82
Grade 23	70,398.50	104,207.60

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.

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 (NEW HIRE):
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.

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.

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

CITY OF MIRAMAR

Vernon Hargray
City Manager

GENERAL ASSOCIATION
OF MIRAMAR EMPLOYEES

Jeremiah D. Edmond
GAME President

11/5/18

ATTEST:
Denise Gibbs
City Clerk

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

CITY ATTORNEY
Weiss, Serota, Helfman,
Cole & Bierman, P.L.

ECG