

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF MIAMI GARDENS

AND

AFSCME FLORIDA COUNCIL 79

LOCAL 305

OCTOBER 1, 2024 – SEPTEMBER 30, 2027

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PREAMBLE

THIS AGREEMENT is entered into by the City of Miami Gardens, Florida, hereinafter referred to as the “Employer” or “City”, and AFSCME Florida Council 79, hereinafter referred to as the “AFSCME” or “Union”, for the purpose of promoting harmonious relations between the City and the Union, to establish an orderly and peaceful procedure to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and other conditions of employment.

ARTICLE 1 RECOGNITION

Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the City recognizes the Union as the exclusive collective bargaining representative for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit covered by PERC certification number 2061 issued May 28, 2024. “Employee” shall be defined to include all classified employees who are employed by the City of Miami Gardens, whose classifications appear on the attached Appendix C or others that may be added, removed or modified, as needed in accordance with the City’s policies and procedures, budgetary changes or its management rights.

ARTICLE 2 UNION SECURITY AND DUES

Section 1: Public employees have the right to form, join or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their choosing, and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Section 2: The President of AFSCME, Florida Council 79, or their designee, will be the official spokesperson for the Union in any matter between the Union and the City.

Section 3: The City will provide information to the Union and bargaining unit employees as follows:

- A. If prepared and supplied by the Union, the City will give each newly hired bargaining unit employee an envelope, which will provide the employee with a greeting, the name, address, and phone number of the Union and notify the employee that he or she may call the Union for additional information. The city will provide the notification referred to in this paragraph during the new employee orientation period for new employees.
- B. The City will notify the Union of all persons hired into job classifications represented by AFSCME via email.
- C. Where employees do not have portal access in their work area during working hours, the City will place one copy of this Agreement at City Hall and the Community Center.
- D. When the City establishes an Employee Portal, an electronic copy of this Agreement will be posted for reference by employees and supervisors.
- E. On an annual basis, the City will provide the Union with an electronic excel spreadsheet list of all employees in positions within the assigned bargaining unit via electronic mail and shall include the employee's name, job title, department and division, job code, employment date, home address/phone (if not protected), personal email and annual base salary. The list shall be provided at no cost. The list shall be based on information on file with the City at the time of the request.
- F. The Union will be provided with a copy of departmental employee-related policies and work regulations. Copies of new or revised departmental employee-related policies or work regulations such as new shifts and work schedules, and other policies and procedures that affect employees' terms and conditions of

employment, will be provided to the Union prior to implementation. Any policy that will affect the employees covered by this Agreement, will be noticed to the Union as set forth in this provision. The parties agree and understand that changes to work schedules is a management right and may change based on operational necessity. Additionally, the parties agree and understand that work schedules may change during a declared emergency (e.g., a hurricane) or other unusual/exigent circumstances (e.g., an act of God or nature). Further, the notice required herein (i.e., for policies and procedures and work regulations) is for information purposes and not for approval, unless expressly required by law.

G. The City will post all departmental employee-related policies and work regulations in appropriate areas.

Section 4: Union Dues - Pursuant to section 447.303, Florida Statutes, the District will not deduct AFSCME's dues from the salaries of the employees in the unit. An employee in the unit must pay any AFSCME's dues directly to the AFSCME. Should the recent change in section 447.303, Florida Statutes be repealed or overturned, the parties mutually agree to negotiate this section of the Contract.

ARTICLE 3 MANAGEMENT RIGHTS

Section 1: The City reserves and retains solely and exclusively to itself, all of the normal, inherent, and common law rights to manage the City and its employees, including members of the bargaining unit, whether exercised or not, except and only to the extent that such rights are expressly abridged by a specific provision of this Agreement. The City's past or future failure to exercise any function or right hereby reserved to it, or its past or future exercise of any function or right in any particular way, shall not be deemed a waiver of its future right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2: The City shall have the sole right and responsibility to manage the affairs of the City in all its various aspects, including, but not limited to:

- a. the right to direct the workforce;
- b. to plan, direct and control all the operations and services of the City;
- c. To create, establish or continue the mission, purpose, objectives, policies, practices, and procedures for the conduct of the City business.
- d. to eliminate, change, and enforce rules and regulations;
- e. to determine or change the methods, means, and organization or structure of its Departments;
- f. To select, determine and assign the number and types of employees required to perform the City's operations, to meet the needs of the City and the Department
- g. to assign and transfer employees,
- h. to schedule or reschedule employees' work hours;
- i. to hire and promote;
- j. to demote, suspend, discipline or discharge for just cause or relieve employees due to lack of work or other legitimate reason;
- k. to change or eliminate existing methods, equipment or facilities and introduce new or improved methods, equipment or facilities;
- l. To determine the acquisition, care, maintenance and operation of equipment and property used for and on behalf of the purposes of the City.
- m. to contract or subcontract for goods and services;
- n. to determine the structure and organization of the City, including the right to alter, combine, eliminate and department or division thereof, subject to the right, if any, of the Union to bargain or impact bargain consistent with Chapter 447, Florida Statutes, as amended from time to time.

Section 3: The parties recognize that job descriptions do not always specifically describe every ancillary and incidental job duty. Therefore, employees at the discretion of the City,

may be required to perform duties not specifically identified within their job description, but within the realm of related duties.

Section 4: Any right, power, privilege or function of the City not specifically relinquished, released, or modified by the City in this Agreement shall remain exclusively with the City.

Section 5: If, at the sole discretion of the City it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane/tornado conditions, epidemics or other similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, excluding wage rates, overtime, and other monetary benefits.

Section 6: Nothing in this Article is intended to waive the Union's right to bargain over the impact of the exercise of management rights where the law otherwise allows.

ARTICLE 4
LABOR MANAGEMENT MEETINGS

The City Manager or the designee and the Union agree to meet and confer on matters of interest upon the written request of either party that relate to the terms and conditions of employment of bargaining unit members. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but it is understood that these labor management meetings shall not be used to renegotiate this Agreement. Such labor management meetings shall be held within ten (10) calendar days of the receipt of the written request, at a time and place mutually agreeable to the parties, or a date thereafter by extension for good cause by either party. This Union shall have the right at these labor management meetings to recommend to the City Manager or their designee corrections of any inequities known to the Union. Likewise, at these meetings, the City has the right to alert or advise the Union of employee practices or behavior that require adjustment, correction, or cessation.

Labor management meetings may be convened to discuss safety and health matters such as existing practices and rules relating to safety and health, workplace design, accident statistics and trends, personal protective equipment, safety training, potential toxic substances, first aid procedures and other safety and/or health-related matters.

ARTICLE 5 UNION ACTIVITY

Section 1: Stewards and Representatives

- A. The employees covered by this Agreement will be represented by stewards, one of which will be designated as the Chief Steward. A written list of stewards and alternates will be submitted to the City, annually by October 1st of each year. For the purpose of this agreement and unless otherwise addressed in this agreement, the use of the word steward shall also refer to the Chief Steward.
- B. The City recognizes and shall work with the appropriate Union stewards and representatives of AFSCME Florida Council 79 in matters relating to grievances and interpretation of this contract, including promoting harmonious working relationships. The Local Union President (or designee) or the Chief Steward may be permitted to assist other Stewards in matter of complexity or when a new steward is in the training process with the local Union.
- C. Union stewards shall be active employees as designated by AFSCME Florida Council 79 and shall be members of the bargaining unit.
- D. Union Representatives and stewards are subject to the same rules of the City of Miami Gardens and its Independent Agencies as are all other public employees, except as specifically outlined in this Agreement.
- E. While on leave of absence, no employee shall function as a Union steward without mutual consent of the Union and the City.
- F. A written list of Union stewards and officers shall be furnished to the City prior to the effective date for their assuming duties of office. There shall be a maximum of two (2) stewards and one (1) Chief Steward. One (1) steward must be selected from bargaining unit members working in the Police Department and one (1) steward must be selected from bargaining unit members working in other City Departments. AFSCME Florida Council 79 shall notify the City promptly of any changes of such Union stewards. No Union steward shall perform any Union work unless the Union has complied with this requirement.
- G. One (1) Union steward shall be granted time off of up to two (2) hours during the workday without loss of pay to gather information concerning employee grievances and settle those grievances on the job site. There shall only be one (1) steward conducting the necessary fact-gathering or addressing a particular grievance. The steward cannot investigate grievances that are alleged violations of unlawful

harassment under the City's Anti-Discrimination, sexual and other unlawful harassment and retaliation policies. The steward cannot investigate alleged criminal conduct that is subject to an Internal Affairs investigation of the police department, or violations of the City workplace violence policy. The steward must secure approval from their immediate supervisor prior to performing such duty. The steward receiving time off under this provision shall record their time before leaving the job and upon returning. When entering the area of a supervisor other than their own, the steward shall notify that supervisor of their presence and purpose.

A steward will only be granted time off under this provision when requested by an employee in the bargaining unit for assistance with a grievance, or when requested by the Union in writing. Stewards may receive and discuss grievances of employees on the premises or in the field during working hours, to the extent that such discussions do not interfere with the work of other employees. Union stewards shall not conduct any grievance work on overtime or holiday time except in emergency situations. It is acknowledged that only one (1) steward will work on grievances from any employee unless a variance to Section 1 is approved. A Union officer may substitute for a Union steward for all purposes set forth in this paragraph.

Section 2: Nothing in this Agreement shall prevent any employee from presenting, at any time, their own grievance, in person or by legal counsel to the City, or from having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with terms of the collective bargaining agreement when in effect, and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

Section 3: Employees designated in the bargaining unit shall have the right to join, or to refrain from joining the Union, to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protection, and to express opinions related to the conditions of employment, all free from restraint, discrimination, intimidation, or reprisal because of that employee's membership or lack of membership in the Union or by virtue of that employee's holding office or not holding office in the Union. This provision shall be applied to all employees in this bargaining unit.

In employment, job assignment and employee/employer relations, no procedure shall discriminate against any employee on the basis of age, disability, sex, race, creed, national origin, sexual orientation or marital status.

Section 4: Officials of the Union, with proper authorization, which will not be unreasonably denied, will be admitted to the property of the City, unless access to the area in question is restricted for safety or confidentiality reasons. Officials, as designated above, shall be able to talk with employees before or after regular working hours or during lunch hours of said employees on City property in areas mutually agreed on by the Union and the City.

These meetings are not considered working hours and shall not be claimed as time worked for purposes of pay or considered time worked for calculation of overtime hours.

Section 5: The Local Union President or one alternate officially designated by the Local Union President shall be granted reasonable time off of up to two (2) hours, during the workday without loss of pay for the purpose of attending to appropriate Union activities requiring their presence. It should be noted however, that the Union membership, must utilize personal time off (PTO) to pay for the absence of work, without cost to the City. This shall not be interpreted to limit the Union to the resolution of only one issue at a time City wide but is intended to limit the number of Union representatives being granted time off to attend to a single specific issue. The Local Union President or alternate must secure approval from their immediate supervisor prior to performing such duty.

Section 7: The Union will be permitted to have three (3) committee members to serve on the negotiating committee. Requests by these employees to take time off from work of up to two (2) hours with pay for the purpose of preparing for and presenting at all bargaining sessions will not be unreasonably denied. As noted above, only the three (3) committee members, or their alternate, will be paid for time to attend such union activities during the workday. Other union members must utilize personal time off (PTO).

Section 8: The Union and/or stewards shall request approval prior to utilizing any City facility for Union-related meetings.

ARTICLE 6 BULLETIN BOARDS

Section 1: The Union shall be provided adequate space on bulletin boards, including at least one (1) at each location so designated by the City. Bulletin boards will be located in City Hall and the Community Center and departments. The Union may, if it so desires, provide a bulletin board of standard size for its exclusive use and with the approval of the City.

Section 2:

- A. The Union agrees that it shall use its space on bulletin boards provided for in Section 1 above for the following purposes:
- Notices of Union Meetings
 - Notices of Union Committees
 - Rulings and Policies of the Union
 - Recreational and Social Affairs of the Union
 - Union Bulletins or other information conforming to Section 6.3
- B. Any conforming notices posted shall only be removed by a representative of the Union or as provided in Article 6.3 and 6.4 of this Agreement.

Section 3: No material, notices, or announcements shall be posted by the Union which contains anything adversely reflecting upon the City of Miami Gardens, its officials, managers, consultants or agents, its independent agencies, its employees, or any other labor organization. Any proven violation of this Article by the union shall entitle the City to remove the posting in violation.

Section 4:

- A. To access City facilities to update information on regular bulletin boards, AFSCME shall contact the City Manager or designee to make arrangements to do so.
- B. Where bulletin boards are locked, or otherwise inaccessible, the Town shall notify the assigned Union steward of the procedure for obtaining access. This procedure must provide the steward or other representative access to the bulletin board within a reasonable time after the request for access.

ARTICLE 7 HOURS OF WORK, SHIFTS, AND OVERTIME

Section 1 – Work Week:

The regular workweek for employees covered by this agreement shall be established by the City based on operating needs and efficiency.

The normal workweek for most employees is forty (40) hours and normally ten (10) hours per day unless a different workday or workweek schedule is specifically approved by the Department/Office Director and/or City Manager. Employees may be required to work in excess of their normal workweek.

Section 2 – Workday:

A workday is defined as a regular recurring period of work with a fixed starting and ending time, exclusive of overtime and includes two (2) fifteen (15) minute breaks during the day, the time of which shall be at the discretion of the Department/Office Director or designee. Work breaks must be arranged so as not to interfere with City business. Unused breaks may not be accumulated nor shall break time be utilized for early departures or late arrivals during the course of the normal workday, unless prior approval is received by the Department/Office Director or designee. An employee's meal period, which may be thirty (30) minutes or one (1) hour (based on the discretion of the Department/Office Director or their designee) is unpaid and does not count as part of the workday.

Section 3 – Work Schedule:

Work schedules or any changes thereto showing the shifts, days, and hours of all bargaining unit employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective dates unless waived by the affected employee(s) or unless there is an emergency or special/exigent circumstance that makes such notice impractical, operationally detrimental, or impossible.

Section 4 – Shift Bid:

This section is only applicable to the following employees: Community Service Aides, Crime Scene Technicians and Telecommunicators. These employees, who work in the City's Police Department, shall follow the existing policies, rules and regulations of the Police Department as they may be modified or amended from time to time.

Section 5 – Shift Differential:

Full time employees are eligible for a five percent (5%) shift differential of base pay when assigned to shifts beginning after 2:00 p.m., excluding Parks and Recreation staff.

Section 6 – Overtime Payment:

- A. Some bargaining unit members are considered non-exempt employees, meaning they are eligible for overtime pay pursuant to the Fair Labor Standards Act (“FLSA”). However, there are positions in the bargaining unit that are exempt salaried positions that are not entitled to overtime work.
- B. The City agrees that work schedules will not be changed or altered for the purpose of avoiding the payment of overtime. All hours worked in excess of forty (40) hours in a workweek will be paid in accordance with the Fair Labor Standards Act (FLSA).
- C. Overtime will be paid based on actual time worked in a workweek in accordance with the Fair Labor Standards Act (FLSA).
- D. Employees scheduled to work on a holiday shall receive their regular hourly rate of pay in addition to holiday pay paid out at the regular rate of pay as stated in Article 10.
- E. Employees must obtain approval from their Department/Office Director or designee prior to working in excess of forty (40) hours in a workweek.
- F. For the purpose of computing overtime, the following time is included:
 - All hours worked by the employee performing job duties or work directed by the City
 - Jury duty
 - Mandatory off-duty training meetings, courses, or lectures for which the City requires attendance
 - Hours worked on an observed holiday
 - Testifying in court for matters related to work duties or testifying on behalf of the City during regular work hours
 - On-duty labor negotiations for designated Union representatives in accordance with the terms of this Agreement
- G. Hours not considered as actual work for the purpose of computing overtime:
 - All paid leave, including, but not limited to, PTO, bereavement leave, City observed holidays, floating holiday, holiday banked PTO, State Primary and General Election day and/or sick time.

- Family or Medical Leave
- Compensatory time used
- Suspension from duty because of disciplinary action or administrative leave
- Court testimony on behalf of the City during off-duty hours
- Call back time
- On Call pay (as noted below in Section 10)
- All other hours not listed in Section 5F above.

Section 7 – Breaks:

- A. All employees shall be provided two (2) fifteen (15) minute paid break periods per workday, one (1) in the morning and one (1) in the afternoon, which shall not be used to extend lunch or end the workday early. Breaks must be arranged so as not to interfere with City business. Unused breaks may not be accumulated.
- B. Paid break periods shall be considered the same as time worked for the purpose of determining overtime.

Section 8 – Scheduling of Overtime:

- A. Overtime shall be assigned by each Department in accordance with its existing overtime policies and procedures, as they may be amended from time to time.

Section 9 – Call Back Pay:

An employee called for work when not regularly scheduled shall be paid a minimum of three (3) hours or the amount of time worked at time and one-half whichever is greater.

Section 10 – On-Call Pay:

Any employee placed on an on-call status as assigned by the respective Department/Office Director or designee, in writing, during a normal work week, shall receive an on-call differential pay of one (1) hour pay per day at their regular hourly rate. For the purpose of this section, on-call is defined as a status after an employee has completed his regularly scheduled work shift, or on a regularly scheduled day off, vacation day, or compensatory day, during which the employee is required by his supervisor to:

1. Remain at a certain location or within radio/telephone contact; and
2. Refrain from any off-duty activities that would prohibit him from immediately responding to a call.

The employee's failure to comply with these requirements or respond in a timely fashion may lead to discipline. Employees receiving On-Call Pay will not be eligible to receive

Call Back Pay but will be compensated for actual hours worked in the event service needs arise during the On-Call period.

For purposes of calculating overtime, On-Call Pay will not be counted as time worked.

Section 11 – Compensatory Time:

A bargaining unit employee may choose compensatory time, accrued time, at time and one-half, in lieu of cash payment. Compensatory time shall be capped at one hundred and twenty (120) hours. Payment of all compensatory time over one hundred and twenty (120) hours shall be at the last payroll of the fiscal year at the employee's current rate of pay. Compensatory time under one hundred and twenty hours shall be rolled over and kept in the compensatory time bank. Requests for compensatory time use must be approved by the immediate supervisor and/or Department/Office Director or designee.

Section 12 – Time Change Pay Policy:

(Standard Time/Daylight Savings Time)

Employees assigned to shift work on those days the time is adjusted to conform to standard/daylight savings time, work either one hour less or one hour more than their regular scheduled work period.

Employees working a shift during which the time change takes place will be compensated as follows:

1. If the time change results in the employee working one (1) hour less than the regular scheduled shift, such employee shall be compensated for that hour at the straight time hourly rate.
2. If the time change results in the employee working one (1) hour more than the regular scheduled shift, such employee shall be compensated for one hour of overtime.

Section 13 – Off-Duty and Special Events Pay:

The take-home pay for all bargaining unit employees for off-duty work shall be \$30.00 per hour or time and a half of employee's hourly base pay, whichever is greater.

The Special Events take home pay for all bargaining unit employees shall be \$39.01 per hour or time and a half of employee's hourly base pay, whichever is greater.

ARTICLE 8
PAID TIME FOR CIVIC DUTY AND EMERGENCIES

Section 1 – Jury Service:

- A. An employee who is legally summoned to serve on a jury shall be permitted absence with pay, minus the amount received from the courts, for the time required to perform such duty. If excused and/or released from such service, the employee should report for their regular employment. If selected to sit on a jury, the employee will be permitted the time off to perform the duties as a jurist.
- B. The employee shall notify their supervisor of the jury service summons as soon as they receive it.

Section 2 – Court Time:

- A. Testimony Related to Official Duties:
An employee who is called to testify outside normal work hours in any court proceeding as a result of their City duties is considered to be on duty. The employee shall be compensated at an overtime rate at time and one-half (1.5) for all hours engaged in such testimony, for a minimum payment of three (3) hours.
- B. Testimony Unrelated to Official Duties:
An employee who is subpoenaed to serve as a witness in a criminal or civil case to which they are not a party, may use Personal Time Off (PTO), for the time they are absent during normal work hours, but will otherwise not be paid by the City for such time. A copy of the subpoena must be attached to the leave request.

Section 3 – Declared Emergency Pay:

- A. A Declared Emergency is a condition affecting the City determined by the Mayor. All employees whose regular work schedule occurs during a Declared Emergency, who are instructed not to report to work or released from work will be paid Declared Emergency Time Off for all hours not worked during their regular work schedule.
- B. When City Hall and/or the Police Department declares a state of emergency, or Alpha/Bravo Mobilization, pursuant to the Mayor's Declaration of a State of Emergency or for any other reason i.e. riot situation or public safety emergency,

the following employees shall be paid double (2x) their regular hourly base rate for all hours worked during the Declared State of Emergency and/or Alpha/Bravo Mobilization:

- Code Enforcement Officer
- Senior Code Enforcement Officer
- Community Service Aide
- Crime Scene Supervisor
- Telecommunicator
- Telecommunicator Supervisor
- Traffic Assistant
- Police Training Assistant
- Court Liaison/Off-Duty Coordinator
- Property and Evidence Custodian
- Property and Evidence Custodian II
- Telecommunications Systems Analyst
- Victims Advocate

C. All other bargaining unit members shall be compensated during a Declared Emergency in accordance with the provisions of the City's Employee Policies and Procedures Manual.

ARTICLE 9 LEAVE BENEFITS

Section 1 – Discretionary Leave:

Under certain limited circumstances, and in the determination and sole discretion of the City Manager or designee, an employee who has separated from the City may be entitled to Discretionary Leave with pay in conjunction with separation from the City pursuant to State Law.

Section 2 – Parental Leave:

On December 11, 2019, the City Council passed Resolution No. 2019-254-3383, authorizing the City Manager to develop, implement, and amend as needed, a paid Parental Leave policy that provides City of Miami Gardens employees a parental leave benefit that compliments current and future City benefit offerings. This Parental Leave policy authorizes leave with pay for full-time and permanent part-time City Employees to care for and bond with their newborn or newly adopted child and establishes employee eligibility and conditions of use of parental leave.

All bargaining unit employees with a newborn or newly adopted child under the age of six (6) years who meet all requirements under the Family Medical Leave Act (FMLA) shall be entitled to parental leave.

Full-time employees may take up to, but not exceed, one-hundred and sixty (160) (equivalent to four (4) weeks of work weeks) of leave with pay from the date of the child's birth or placement of adoption. Eligible employees may only take one (1) 160-hours paid leave for a birth or adoption event within a twenty-four (24) month rolling period.

Section 3 – Domestic and Repeat Violence Leave:

Any employee who is a victim of domestic violence shall be entitled to a total of twenty-four (24) work days of unpaid domestic violence leave during any twelve (12) month period to participate in activities resulting from an act of domestic violence.

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. Except for persons who have a child in common, the family or household member must be currently residing or have in the past resided together in the same single dwelling unit.

“Victim” means an individual who has been subjected to domestic violence. The twelve-month period for determining whether the twenty-four (24) work day entitlement has been exhausted is based on a rolling twelve (12) month period measured backward from the first date of leave.

Employees may qualify for this unpaid leave to participate in the following activities:

- A. To seek a protective or injunctive order for protection.
- B. To obtain medical care or mental health counseling to address physical or psychological injuries.
- C. To obtain services from a victim-service organization, such as a domestic violence shelter or program or a rape crisis center.
- D. To make the employee’s home secure from the perpetrator of domestic violence or to seek new housing to escape the perpetrator.
- E. To seek legal assistance in relation to the act of domestic violence or to attend and prepare for court-related proceedings arising from the act of domestic violence.

Except in case of imminent danger to the health or safety of the employee or to the health or safety of a family or household member, an employee seeking leave from work under this policy must submit a written request for leave for approval along with sufficient documentation of the act of domestic violence to the Human Resources Department.

Information relating to the employee’s leave under this policy must be kept confidential and is exempt from disclosure to the extent authorized by law.

An employee may not be discharged, demoted, suspended, retaliated against or in any other manner discriminated against for exercising the employee’s rights under this policy.

Section 4 – Volunteer Service to Community Schools:

Employees are encouraged to participate in mentoring and other activities related to children's education. Each employee may be granted discretionary leave for a maximum of thirty-six (36) hours to participate in volunteer services to local schools, such as mentoring, tutoring, assisting in career days, helping in after-school homework programs, participating in Partners for Excellence programs. This policy applies only to public schools in the City of Miami Gardens.

Prior to participation and approval by the employee's Department/Office Director is required. Approval will be granted at the discretion of the Department/Office Director and may be withheld if the leave creates scheduling difficulties and/or requires overtime.

Confirmation from the school receiving service must be documented for the employee to receive paid time off (discretionary leave). The City shall not reimburse employee-incurred expenses associated with this program. Travel time is included in the thirty-six (36) hours annual maximum.

**ARTICLE 10
HOLIDAYS**

Section 1 – Days Observed:

A. The following and any other days which the City may declare, are paid holidays:

- | | | |
|-----|---------------------------|--|
| 1. | New Year's Day | January 1 st |
| 2. | Martin Luther King Day | 3 rd Monday in January |
| 3. | President's Day | 3 rd Monday in February |
| 4. | Memorial Day | Last Monday in May |
| 5. | Juneteenth | June 19 th |
| 6. | Independence Day | July 4 th |
| 7. | Labor Day | 1 st Monday in September |
| 8. | Columbus Day | 2 nd Monday in October |
| 9. | Veterans Day | November 11 th |
| 10. | Thanksgiving Day | 4 th Thursday in November |
| 11. | Friday after Thanksgiving | Day after Thanksgiving |
| 12. | Christmas Eve | December 24 th |
| 13. | Christmas Day | December 25 th |
| 14. | **Election Day | State Primary and General Election Day |
| 15. | Floating Holiday | |

B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

C. When Christmas falls on a Sunday, Monday, or Tuesday, the holiday will be observed as the Monday and Tuesday. When Christmas falls on a Wednesday, the holiday will be observed as the Monday, Tuesday and Wednesday. When

Christmas falls on a Thursday, Friday, or Saturday, the holiday will be observed as the Thursday and Friday.

- D. **Per the City Council Ordinance No. 2019-005-407, the City designated each State Primary day and General Election day as an official City holiday for all non-essential and non-public safety employees.

Section 2 – Holiday on Workday:

- A. Employees who work on a holiday and/or the days a holiday is observed shall receive their regular hourly rate of pay in addition to holiday pay for all hours worked on that holiday, paid at their regular base rate of pay. In addition, employees who work on the holiday may choose to “bank” the holiday at straight time, in lieu of receiving holiday pay, and take this time off at the discretion of the Department/Office Director, at a later date.
- B. If an essential employee who is scheduled to work on a holiday and/or the day is observed and calls in sick, employee will be charged paid time off (PTO) hours and not receive holiday pay for that day. If a non-essential employee who is scheduled to work on a holiday and/or the day observed chooses to observe the holiday, the employee will be paid at their regular hourly base rate of pay.
- C. All essential and public safety employees scheduled to work during State Primary Day and General Election Day shall receive their regular hourly base rate of pay in addition to holiday pay for all hours worked on that holiday.

Section 3 – Holiday on Leave Day:

- A. Holidays which occur during approved paid time off (PTO) shall be charged to Holiday Leave and not paid time off (PTO).
- B. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.
- C. If an observed holiday falls on the employee’s normal day off, the employee may choose the option to receive bank the holiday at straight time and take this time off at the discretion of the Department/Office Director at a later date, or receive pay for that holiday, paid out at their regular hourly base rate of pay. Banked holiday time must be used in the fiscal year earned. For purpose of this policy, fiscal year ends the last day of the last regular pay period in any particular budget year. If an employee is unable to take the banked holiday time off, such time will be lost and no compensation will be paid.

ARTICLE 11
PROBATIONARY PERIODS AND TRANSFERS

Section 1 – Probationary Period:

The probationary period for all new hires covered by this Agreement shall be twelve (12) months. An employee's probationary period shall only be tolled when he or she is promoted to a higher classification. The probationary period will commence running only when the employee returns to their normal duties. The City Manager or their designee has the discretion to extend the probationary period up to a maximum of six (6) months. Probationary employees shall have no right to utilize the grievance and arbitration article contained in the Agreement or any other internal City policy or procedure for any matter concerning discharge, suspension, or other discipline.

Employees who change positions or who are promoted to a higher job classification are required to serve a six (6) months probationary period in the new position or classification. If an employee is unable to satisfactorily perform the required duties and responsibilities of the new position during the period of probation, the employee will be transferred to the employee's former position or an equivalent if a position is vacant, without the right of appeal. If no position is available, the employee may be subject to termination.

Section 2 – Transfer:

The City will allow employees to apply for vacant or new positions, if eligible, at any time, if such positions become available through a City posting or announcement. If the employee is accepted in the vacant or new position, then the employee can move to the new position. The probationary period will begin anew or reset when the employee assumes the new position or classification.

ARTICLE 12
SENIORITY, DEMOTIONS, LAYOFFS, AND RECALL

Section 1 – Definitions:

- A. Seniority: Is hereby defined as the employee's length of continuous service after initial date of employment by the City. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.
- B. Classification Seniority: Classification Seniority is defined as the length of continuous service in a specific job classification within the bargaining unit.
- C. Seniority Rosters: In the event of layoff in classifications represented by this agreement, the City shall prepare and post on all union bulletin boards seniority rosters for the bargaining unit. Two (2) copies of the roster shall be furnished to the Union. The rosters will list each employee in the order of seniority and reflect each employee's date of classification seniority. When two (2) or more employees have the same seniority or classification seniority date, their seniority position shall be determined by the date and time of original application for their respective job with the City.

Section 2 – Demotions:

- A. The term demotion, as used in this provision, means reassignment from a position in one job classification to a position in a lower paying job classification within the bargaining unit for which the employee is qualified.
- B. Demotions may be made to avoid laying off employees. In cases involving demotions to avoid a layoff, the employee involved shall have the right to elect which alternative he or she will take, either the demotion or the layoff.

Section 3 – Layoffs:

- A. In the event of a layoff affecting the bargaining unit, the City shall give notice to the Local Union President at least thirty (30) calendar days prior to the effective date of such action. The City will meet with the Union to discuss the effect of the layoff on the employee(s) involved.
- B. In the event of layoff or reduction in force, employees shall be laid off in the inverse order of seniority within the classification. No regular employee within a job classification shall be laid off until all probationary, temporary, provisional, emergency employees, or trainees in the same classification are laid off first.

- C. Employees requesting transfers to vacant positions to avoid layoff shall be transferred to other job classifications within the bargaining unit for which they qualify. Employees who transfer to another position to avoid layoff shall have no change in annual review date and shall not serve a probationary period.
- D. Regular employees who have been laid off shall have preference for any intermittent or declared seasonal vacancy in the class from which the employee was laid off if the employee so desires.
- E. An employee laid off from work for twelve (12) months or less shall retain seniority during the layoff period.

Section 4 – Layoff Lists:

- A. The names of laid off or transferred employees shall be placed on a re-employment list for a period of twelve (12) months.

Section 5 – Recall:

- A. Regular employees shall be recalled from layoff in the order in which their names appear on the re-employment list for the class and employment status from which they were laid off. An employee shall be notified of recall by certified mail (return receipt requested) sent to the employee's last known address at least fourteen (14) calendar days prior to the reporting date. The employee shall notify the City by certified mail (return receipt requested) within five (5) calendar days of receipt of notification of intent to return to work and shall report for work on the reporting date unless other arrangements are made.
- B. Vacancies not filled by recall shall be offered to employees on layoff from higher classifications before any new employee is hired.

**ARTICLE 13
REVIEW OF ASSIGED DUTIES**

Section 1 – Working Out of Classification:

Bargaining unit employees assigned to work in a higher grade or more advanced classification shall be limited to a period of six (6) months and shall be to temporarily replace employees on leave or to perform work of a vacant position until it can be filled. Employees so assigned, for thirty-one (31) days shall receive five percent (5%) added to their base hourly rate of pay starting on the thirty-first (31st) day and continuing for the duration of the time they are performing the duties of that classification. These assignments are temporary in nature and may be rescinded by the City at any time and do not constitute a promotion.

Section 2 – Classifications:

- A. When establishing a new classification within the bargaining unit, the City will notify the Union in writing.
- B. The City shall notify the Union of any revisions to the class specifications or changes to the pay grade for any classification that is currently in the certified bargaining unit prior to the implementation of those revisions. The Union may submit comments about the revisions within ten (10) working days of the date of the City's notice.
- C. The City will make a good faith effort to notify the Union of any job abolishment in the bargaining unit at least thirty (30) days in advance, if possible, and prior to implementation. When job classifications are eliminated in the adoption of a budget, the City will consider the notice of budgetary changes to be sufficient notice to the Union.
- D. The City will notify the Union when a new position is created. If either the City and/or the Union believe the new position should be in the bargaining unit, the parties agree that it may be submitted to the Public Employees Relations Commission (PERC) for resolution.

ARTICLE 14 PERFORMANCE EVALUATIONS

Performance evaluations will be conducted annually by the employee's immediate supervisor. Employees will receive coaching and meaningful feedback throughout the course of the evaluation cycle.

Performance evaluations will not be done in an arbitrary or capricious manner. An employee who is rated less than proficient or needs improvement, shall not receive a merit increase and be placed on a ninety (90) day Performance Improvement Plan (PIP) specifying the areas of performance that must be improved. Once the employee has completed the ninety (90) day Performance Improvement Plan (PIP), the employee shall be re-evaluated and if he or she achieves a rating that is proficient or above, he or she will receive a merit increase. The merit increase shall be effective as of the date of the new rating upon re-evaluation, and shall not be retroactive.

The City will make a good faith effort to complete the annual performance evaluations within thirty (30) days of the due date, except for exigent circumstances, act of God or nature.

All probationary evaluations, i.e. three (3) months and six (6) months, shall be completed within fourteen (14) days by the immediate supervisor, Field Training Officer (FTO), and/or training designee or the employee's annual evaluation shall be deemed satisfactory.

ARTICLE 15 DISCIPLINE AND DISCHARGE

Section 1 – Discipline:

Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon a non-probationary employee may be processed as a grievance through the grievance procedure in this Agreement. Only a non-probationary employee may initiate the grievance procedure pertaining to disciplinary action contained in this Agreement. If the City has reason to reprimand an employee, it shall be done in a private manner that will not embarrass the employee before other employees or the public. An employee may request to have a Union Representative present during questioning if they believe the investigation may lead to disciplinary action against the employee. An interview will not be postponed for more than two (2) business days to allow for the presence of a Union Representative. Each employee shall be furnished with a copy of all performance evaluations or disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel records shall be disclosed to the employee upon his request. Union Representatives may request the employee's personnel records in accordance with the Public Records Act however, no access to an employee's medical records or health information will be provided to the Union Representative. Instead, if an employee wishes, he or she can request that medical information and provide it directly to the Union Representative himself or herself. The City will initiate disciplinary action in a timely manner. Discipline may be progressive in nature, but will depend on the severity of the circumstances, and includes the following types of discipline:

- A. Counseling – The employee is counseled by their supervisor regarding the inappropriate conduct and advised of the need for corrective action. A brief written record of the conversation should be prepared and signed by both the supervisor and employee and placed in the employee's personnel file. Any oral warning given to an employee should be documented, as oral warnings specifying the date of the infraction and contents of the conversation. Counseling may also include a formal and documented counseling session between the employee and supervisor.
- B. Written Reprimand – This is a written record of a disciplinary action, a Record of Counseling (ROC), which may or may not follow previous counseling efforts. Supervisors may use oral and/or formal written counseling as mechanisms to correct a minor problem with an employee's performance and/or guide the employee toward the proper performance. This shall include the purpose of the reprimand and the expected action(s) to be taken.

A copy of the ROC will be placed in the employee's personnel file. The record shall include a place for employee comment and should be signed by both the supervisor and employee. If employee refuses to sign the reprimand, supervisor will note such. Such written reprimands shall remain active in the employee's personnel file for no longer than two (2) years from the date of issuance of the

ROC. ROCs older than two (2) years from the date of issuance of the ROC shall be stamped “No Longer in Effect” and may not be considered when determining prospective disciplinary action so long as the employee has not had an occurrence of a same or similar infraction or documented behavior or conduct within that two (2) year period and has otherwise not received any discipline.

Should an employee receive a subsequent ROC or other disciplinary action within that two (2) year period of the issuance of the ROC for any violation, including but not limited to the same or similar disciplinary infraction, the employee must also be discipline-free for an additional two (2) years for the original ROC to be stamped “No Longer in Effect”.

- C. Disciplinary Action Report (DAR) – Employees subject to discipline following written counseling will be provided a Disciplinary Action Report (DAR) by management. The purpose of the DAR is to advise the bargaining unit member of the alleged conduct management deems to warrant disciplinary action and should contain information such as what the conduct is, where it occurred, when it occurred, who was involved, and details pertaining to the outcome, if any.
- D. Suspension With Pay: Employees relieved of duty for alleged violations of the law , the City and/or Police Department rules and regulations will continue to receive regular base pay and allowances until such time the charges have been taken by the City Manager.
- E. Suspension Without Pay – This is an ordered absence from duty without pay for a prescribed period and may be used when evidence of violation of policy, rules, regulations, laws, and/or safety standards or inappropriate behavior or conduct is conclusive and substantiated. This disciplinary action, which may or may not follow previous counseling or written reprimands, will be documented and a copy will be placed in the employee’s personnel file.

The City and/or Police Department may place an employee on discretionary leave without pay if the employee has been charged with a felony. If the felony is subsequently dropped or dismissed or the employee is acquitted of the felony charge, and if the employee is reinstated by the City and the City determines that the employee is not subject to further discipline, up to and including dismissal, he or she will be reimbursed for all lost pay, excluding overtime, that the employee claims he or she would have earned from working from the date he or she was first placed on discretionary leave without pay until the disposition of the charge or the date on which the employee is terminated, whichever comes first, minus any unemployment insurance benefits paid.

It should be noted that the City has no obligation to wait until a criminal proceeding is concluded to impose discipline. The imposition of discipline is not based on the dismissal or acquittal of criminal charges since there are different standards of proof as it relates to the City’s determination of misconduct based on a violation of

its own rules and regulations versus the proof required for the successful prosecution and conviction of crimes.

F. Dismissal – Involuntary termination from employment.

G. The City will generally follow a policy of corrective and progressive discipline by which lesser severe forms of discipline are imposed prior to the imposition of more severe sanctions for the same or similar conduct of the employee unless egregious conduct or a more serious violation warrants a higher level of discipline.

H. When any disciplinary action more severe than counseling is intended, the City shall, before or at the time such action is taken, notify the employee in writing of the specific reasons for such actions.

Section 2 – Pre-Determination Hearing to be Given Prior to Suspension or Dismissal:

All non-probationary employees have the right to a Pre-Determination Hearing prior to effecting any suspension or dismissal of any employee as provided in these rules: the employee is to be given a pre-hearing by the Human Resources Director or designee in which the employee shall be allowed to respond to the charges made against him/her. Should the employee elect to have union representation, the Union's representative shall be allowed to participate in the pre-determination hearing.

PROCEDURE: The pre-determination hearing is to be informal and conducted by the Human Resources Director or designee without extensive witnesses or court reporters. Notes at the hearing are to be made and witnessed whenever possible. These notes will be submitted to Human Resources and will become part of the employee's file. Prior to the pre-determination hearing the employee shall be given a statement of the specifications of charges. The employee shall be given at least five (5) working days prior to the hearing to study the charges and prepare for the pre-determination hearing, at which time the employee shall have the right to representation of their choice. The Human Resources Director or designee shall conduct the pre-hearing and shall give due consideration to the contents of the employee's rebuttal before initiating the required personnel action letter. The Human Resources Director or designee shall inform the employee of his right to appeal, which shall be to the City Manager or their designee.

Section 3 – Determination:

Within sixty (60) calendar days following a pre-determination hearing, an employee will receive a written determination from the Human Resources Director concerning the proposed discipline unless the employee and City both agree to an extension. If discipline is issued, the written determination will include the form of discipline is and the reason(s) why the discipline(s) was issued.

An employee or their Union representative may file a written appeal of the determination with the City Manager or their designee within fourteen (14) calendar days after the written

determination was issued. The written appeal should explain why it is believed that the determination was not for just cause. The City Manager or their designee shall issue their determination within fourteen (14) calendar days from the date of the appeal was filed.

Section 4 – Right to Grieve:

The Union or the employee shall have the right to initiate a grievance on a suspension or discharge at the third step of the grievance procedure as listed in Article 17 and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary. If a suspension is equal to or less than five (5) work days, the City Manager (or designee's) decision is final and is not subject to arbitration or further appeal. If the suspension is greater than five (5) work days, the grievant can proceed to arbitration. If the employee is discharged, the grievant may also proceed to arbitration.

ARTICLE 16 GRIEVANCE PROCEDURE

Section 1 – Grievance:

A grievance is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement. All grievances must be reduced to writing.

Step 1. The Union Steward, with the employee, shall take up the grievance or dispute with the employee's immediate Supervisor within fourteen (14) calendar days of the date of the incident or the employee's knowledge of its occurrence. The immediate Supervisor shall attempt to adjust the matter and shall respond in writing to the Steward within fourteen (14) calendar days after meeting with the aggrieved employee.

Immediate Supervisor is defined as the individual responsible for work assignments, evaluations, discipline, etc. of aggrieved employee.

The grievant must submit the grievance on the official grievance form, as provided by the Union, to include each article and section of the contract that has been violated and the grievant's statement of resolution.

If the Union decides not to represent the grievant at any step, the grievant will still follow the grievance procedure as outlined in the Union Agreement.

Step 2. If the employee is not satisfied with the written decision of the immediate Supervisor in Step 1, within fourteen (14) calendar days; thereafter, the grievant or his Union Representative shall submit the grievance in writing to the appropriate Department Head or his designee. The Department/Office Director will forward the grievance to the Human Resources Director and the Human Resources Director or designee shall meet with the aggrieved employee and reply in writing within fourteen (14) calendar days, after meeting with the aggrieved employee.

Step 3. If the grievance is still unsettled, the grievant or his Union Representative shall, within fourteen (14) calendar days after the reply of the Human Resources Director, submit the grievance to the City Manager or designee.

The City Manager or designee shall meet with the employee and the Union representative, or with grievant if not being represented by the Union, to discuss a solution of the grievance and shall communicate a decision in writing to the employee and the employee's representative fourteen (14) calendar days following the meeting with the aggrieved employee at Step 3.

Step 4. If the grievance is still unsettled the Union may within fourteen (14) calendar days after the City's decision, by written notice to the Human Resources Director, request arbitration. Failure to communicate the decision within the specified time limit shall permit the employee, or the Union, to proceed to the next step.

Section 2 – Rules for Processing Grievances:

- A. In the event a grievance arises, the employee must submit the grievance, in writing to their immediate Supervisor within fourteen (14) calendar days after he has knowledge of the grievance. However, if the incident occurred while the employee was on an excused absence and he had no knowledge of it until they return to work, the fourteen (14) calendar day period shall begin on their first scheduled workday following the return from the absence.
- B. 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 by mutual agreement. Failure on the part of Management to answer within the time limit set forth in any step shall entitle the employee to advance his or her grievance to the next step.
- C. An employee or the Union may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements to lapse unless, as noted above, the time limits are extended by mutual agreement.
- D. The Union may file a "class action" grievance, provided such filing specifically identifies the class/members to whom such grievance applies. This will be designated as a Union Grievance.
- E. No matter shall be entertained as a grievance hereunder unless it is raised within the time frame provided in this article.
- F. An exception to above shall be made in the instance of an employee's suspension or dismissal which shall be entered as a written grievance in Step 3 of the grievance procedure within fourteen (14) calendar days of the employee receiving written notification of their suspension or dismissal.
- G. All time limits set forth in this Article may be extended by mutual consent, in writing but if not so extended the time limits will be strictly observed.
- H. Union grievances filed on behalf of the Union, will be signed by the designated Steward or appropriate Officer, and shall follow the procedure set forth in this

article except where the problem occurs at a specific level of supervision, in which case the grievance will be submitted at the appropriate Step.

- I. Nothing in this Article shall be construed to prevent any employee from presenting his own grievance.
- J. Any time spent by the grievant, stewards, or witnesses during a grievance hearing in attendance with management up through and including Step 3 will be permitted at no loss of pay during working hours.
- K. The hearing on the grievance shall be informal and the strict rules of evidence shall not apply. The Arbitrator shall have the authority to issue subpoenas for the appearance of witnesses. Such subpoenas shall be enforceable through the processes set forth under Florida law.
- L. The Union bargains for all positions covered by the certification but the Union does not have to represent a non-dues-paying member. A Union member must pay dues for a minimum of thirty (30) days prior to request for representation. The Union reserves the right to pursue issues pertaining to the safety, health and welfare of all classifications, whether the bargaining unit employee is a dues paying member or not. The Union also reserves the right not to represent a bargaining unit employee that is suspended or terminated if the employee is not a dues paying member. All public employees shall have the right to a fair and equitable grievance procedure administered without regard to membership or non-membership in any organization, except that certified employee organizations shall not be required to process grievances for employees who are not members of the organization. (Florida Statutes, Title XXXI, Labor, Chapter 447, Labor Organizations, 447.401 – Grievance Procedures.)

ARTICLE 17 ARBITRATION

- A. Arbitration is only available for disciplinary action that results in terminations and suspensions greater than five (5) workdays after completing the internal appeal process set forth in Article 16 entitled "Grievance Procedure" and for grievances defined as a dispute involving the interpretation or application of this Agreement.
- B. The arbitrator shall be appointed by mutual consideration of the parties. Either party may petition the Federal Mediation and Conciliation Service and request a list of seven (7) arbitrators and from that list the parties shall alternatively strike and select a single arbitrator to preside as a neutral arbitrator at the hearing involving the grievance. The City and the Union shall alternate striking first. The City will strike first in the initial arbitration between the parties. The City and the Union each have a one-time right to reject an entire list of arbitrators. Except for where a bargaining unit member is criminally prosecuted, the parties agree that they will select a date or dates for arbitration hearing no later than six (6) months of the request. This does not mean that the arbitration must be held within six (6) months of the request, only that the date or dates secured. Failure of the Union, or the individual bargaining unit member to schedule the hearing within this time period will waive the right to proceed to arbitration unless the City fails to agree to an arbitration date.
- C. The arbitrator may not issue declaratory opinions and shall confine consideration conclusively to the question, which is presented and must be actual and existing.
- D. Each party shall bear the expense of its own witnesses and its own representation. The parties shall bear equally the expense of the arbitrator. Any party desiring a transcript of the hearing will bear the cost of the transcript.
- E. Copies of the arbitration award shall be furnished to both parties within thirty (30) days of the hearing. The arbitrator shall not be empowered to alter, amend, add to, or eliminate any provisions of this Agreement. The arbitrator's decision shall be final and binding.
- F. Probationary employees shall have no right to utilize arbitration for any matter concerning discharge, suspension, or other discipline.

**ARTICLE 18
PERSONAL TIME OFF (PTO)**

Section 1 - PTO Benefit:

All bargaining unit members will accrue Personal Time Off (PTO) in lieu of vacation and sick time to use for vacation, illness, caring for children, school activities, medical/dental appointments, leave, personal, business, or emergencies, if approved, in advance, subject to scheduling requirements of the employee's Departmental/Office. Approval of a proper PTO request will not be unreasonably denied. Employees will have individual responsibility to manage their PTO.

Section 2 – Accrual:

PTO will accrue each pay period based on regular hours worked. It is up to each Employee to allocate how they will use it, for vacation, illness, caring for children/family member, school activities, medical/dental appointments, leave, personal, business, or emergencies. Employees must use any accrued PTO prior to being granted any unpaid leave.

- A. Each bi-weekly pay period, an eligible full-time employee will accrue a pro-rata portion of PTO based on a forty (40) hour workweek.
- B. Eligible Bargaining Unit Employees hired before October 1, 2024 shall accrue PTO based upon the number of cumulative service years with the City based on the following:

Years of Service	40 Hours/Week Biweekly Accrual	1040 Hours/Year Annual Accrual
Less than 5 years of service	6.77 hours	176.0 hours
5 - 10 years of service	8.31 hours	216.0 hours
More than 10 years of service	9.85 hours	256.0 hours

- C. Full-time bargaining unit members hired on or after October 1, 2024 will accrue a prorated portion of PTO based on a forty (40) hour workweek at 6.77 hours per bi-weekly pay period, and remain the same rate through the duration or term of employment. The PTO annual accrual rate for these full-time employees is 176 hours
- D. PTO is earned each pay period based on regular hours worked or when the Employee is in paid status during holiday leave, bereavement leave, and jury duty leave.

- E. PTO will not be earned for any scheduled time when the Employee is absent from work in connection with excused or unexcused absences without pay, including unpaid leaves of absence, short term disability, workers' compensation, or long-term disability.
- F. PTO is not earned for supplemental straight time hours worked beyond an Employee's regular schedule or overtime hours.
- G. After an Employee has successfully completed six (6) months of continuous employment, PTO may be taken as earned and is retroactive to their start date.
- H. A full-time bargaining unit employee shall be capped at a maximum of 1040 hours PTO hours. Payment of all PTO over 1040 hours shall be at the last payroll of the fiscal year at the employees' current rate of pay. Request for PTO use must be approved by the immediate Supervisor and/or the Department/Office Director.
- I. Full-time Bargaining Unit employees will be paid for all personal time off upon voluntary separation of employment or lay-off, up to a maximum of 1040 hours. Employees who are terminated from employment for disciplinary reasons receive no payout from PTO.
- J. Unless otherwise provided herein, employees will not be paid out for more than the allowed maximum accrual hours.

Section 3 – Bereavement Leave:

Bargaining Unit Employees are entitled to bereavement leave when adequate notice of a death in their immediate family as defined in this Article. An employee provides adequate notice when they notify their immediate supervisor or Department/Office Director of such death as soon as reasonably possible.

Immediate family is defined as the employee's spouse, mother, father, brother, sister, children, grandchildren, stepchildren, step-parents, step-sister, step-brother, grandmother, grandfather, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and domestic partner.

The following criteria must be met in order for someone to qualify as a Domestic Partner of a Bargaining Unit Employee:

- a) Each person must be at least eighteen (18) years old and competent to contract;
- b) Neither person may be married under Florida law; a partner to another domestic partnership; or a member of another civil union;
- c) Neither person may be related by blood;

- d) Both persons must consider themselves part of the immediate family of the other partner and be jointly responsible for maintaining and supporting the domestic partnership;
- e) Both persons must have resided in the same primary address for at least one (1) year; and
- f) Both persons must provide a sworn affidavit attesting that sections (a) – (e) have been satisfied.

At the discretion of the City Manager, bereavement leave may be granted for the death of other individuals not classified as employee's immediate family members.

After providing adequate notice concerning the death of an immediate family member, Bargaining Unit employees are entitled to three (3) working days of bereavement leave, with pay, for in-state funerals and five (5) working days of bereavement leave, with pay, for out-of-state funerals.

Bargaining Unit employees seeking to take more time off than that provided in this Article or time off for the death of someone outside of their immediate family may utilize accrued PTO time, subject to the approval of the employee's Department/Office Director or designee.

The City reserves the right to request evidence that all conditions for bereavement leave are satisfied, including evidence that an immediate family member has in fact died.

Bereavement leave shall be limited to four (4) instances per fiscal year. Bargaining Unit employees seeking to take bereavement leave more than four (4) times in a fiscal year must provide evidence that all conditions are satisfied before taking bereavement leave.

Section 4 – Paid Time Off Donation:

All bargaining unit employees shall have the ability to donate PTO to other bargaining unit employees experiencing hardship.

**ARTICLE 19
WAGES**

Section 1 – Salary:

Upon ratification of this contract, retroactive to October 1, 2024, all Bargaining unit employees shall receive a six (6%) percent salary adjustment.

Effective October 1, 2025, and October 1, 2026, Bargaining unit employees shall receive the same salary adjustment that is provided to the City’s general employees, who are not members of a bargaining unit.

All Bargaining unit employees hired on or after October 1, 2024 shall be compensated at the minimum salary in accordance with the appropriate job classification pay range. The aforementioned employees, after completion of the probationary period, will receive the wage salary adjustment increase each year, at the beginning of each fiscal year for the duration of this Agreement.

Section 2 – Merit-Based Benefits:

The merit bonuses available under this merit-based system shall be a one-time, lump sum payment based on the performance rating received by each bargaining unit employee on their annual evaluation. The bonus will be based on the bargaining unit employee’s base compensation, not his or her total income (inclusive or overtime, differentials, etc.) and in accordance with the following scale:

Performance Rating	Bonus
Unsatisfactory	No Bonus and 0 PTO Days
Needs Improvement	No Bonus and 0 PTO Days
Proficient	1% of Base Pay and 1 PTO Day
Commendable	2% of Base Pay and 3 PTO Days
Outstanding	3% of Base Pay and 5 PTO Days

All merit-based PTO days/hours earned shall be banked and must be used within one (1) year of the date earned or will be lost.

ARTICLE 20 BENEFITS

Section 1 – Insurance:

The City agrees to notify the Union prior to implementing any changes to the City's Insurance Plan and Policy.

Section 2 – Retirement:

The City agrees to notify the Union prior to implementing any changes to the City's Retirement Plan and Policy.

Section 3 – Preservation:

- A. This Agreement constitutes the entire Agreement between the parties and no other written or verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- B. Therefore, the City and AFSCME, for the term of the Agreement, agree that AFSCME does not waive its right to impact bargaining. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.
- C. Unless explicitly provided for in this Agreement, the City will not seek to diminish or impair during the terms of this Agreement any benefit or privilege provided by law, rule or regulation, beneficial and past practices to employees without prior notice to the Union and without negotiations with the Union, to the extent such negotiations are required by law.

ARTICLE 21
UNIFORM ALLOWANCE, EQUIPMENT, AND VEHICLES

Section 1 – Cell Phone:

The City recognizes a need for the use of wireless telephones by City employees in the performance of their duties. The City Manager or designee has authorized Department/Office Directors to determine which employees require the use of a wireless telephone.

The City shall issue employees subject to on-call status a wireless telephone if the use of one is an integral part of the performance of their job duties. The issuance of a mobile phone will be at the Department/Office Director and City Manager's discretion.

On-call status employees who utilize their personal wireless telephones to maintain accurate Paycom entries, VPN dual authentication, and/or Body Worn Camera (BWC) entry classifications shall receive a bi-weekly allowance in the amount of \$30.00.

Section 2 – Equipment:

The City will provide the necessary equipment required for the performance of job duties. The City will not issue any allowance to employees for the individual purchase of tools or equipment.

Section 3 – Uniforms:

If any bargaining unit employee is required to wear a uniform, protective clothing, or any type of protective device as a condition of employment, such uniform, protective clothing, or protective device shall be furnished to the employee by the City.

Each Department /Office Director shall decide whether or not to issue shirts with the City logo or identification of their employees when necessary. For those bargaining unit employees required to wear uniforms in the fulfillment of their jobs, they shall be issued uniforms and replacements when worn/damaged, as reasonably necessary.

Uniformed Community Service Aides and Crime Scene Technicians will receive a uniform maintenance allowance of \$400 annually. Allowances are paid in two installments every six (6) months through the payroll system.

Bargaining unit employees agree to guard against loss and negligence of such items and agree to return all property issued by the City back to the City upon separation (voluntary or involuntary).

In the event of non-negligent loss or damage of the aforesaid clothing or device, there shall be no liability assessed against the employee providing the employee promptly reported the loss or damage to the appropriate supervisor.

The City will provide uniformed bargaining unit employees four (4) sets of uniforms per fiscal year.

ARTICLE 22 EDUCATION ASSISTANCE

Section 1 – Tuition Reimbursement:

Full-time bargaining unit employees who obtain a Master's or a Doctoral Degree after the start of employment with the City from an accredited post-secondary educational institution recognized by the Southern Association of Colleges and Schools (SACS), will receive a one-time flat incentive bonus of one thousand dollars (\$1,000). Certified transcripts must be submitted to the Human Resources Department for processing.

Section 2 – Training:

The City shall pay for required training, certification and licenses if needed as a condition of employment or continued employment. The City will not pay for driver's licenses, certifications and licenses not required as a condition of employment or continued employment. The City shall have sole discretion to determine what training instruction is required and to schedule such training. At the City's discretion, training shall be scheduled during work hours, off-duty, or adjust a work schedule to accommodate training hours.

Bargaining unit employees may apply and receive approval from the City Manager and Department/Office Director for job-related training. Bargaining unit employees who are certified to train new hires or employees who are new to job classifications or positions being trained, will receive a five percent (5%) salary incentive only for the duration of the training period for the new hire or employee that is new to the job position being trained.

ARTICLE 23
DRUG FREE WORKPLACE PROGRAM

The City agrees to notify the Union prior to implementing any changes to the City's Drug Free Workplace Program. The City will comply with all legal requirements prior to the adoption of such changes.

ARTICLE 24 SEVERABILITY

This agreement is subject to all federal, state, and local laws. In the event any article, section, or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision. Upon request of either party, the parties agree to meet for the purpose of negotiating a substitute for that specific article, section, or portion thereof. All other articles, sections, and portions of this Agreement shall remain valid and enforceable.

**ARTICLE 25
TERM OF AGREEMENT**

- A. This Agreement shall be effective as of October 1, 2024 and shall remain in full force and effect through September 30, 2027.
- B. If the City and the Union are unable to secure a final agreement prior to the expiration date of this Agreement, either the City or the Union may declare impasse and proceed to resolve the impasse in the manner provided in Section 447.403, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, these parties hereto have set their hands this _____ day of _____, _____.

FOR THE UNION
Council 79 Representative

FOR THE CITY
Human Resources Director

Bargaining Committee member

City Attorney

Bargaining Committee member

City Manager

Bargaining Committee member

City Mayor

Bargaining Committee member

**APPENDIX
AFSCME UNIT CLASSIFICATIONS**

Job Title	PayGrade
Accountant I	114
Accountant II	117
Accountant III	118
Accounting Technician	112
Accreditation Manager	119
Administrative Analyst (Capital Projects)	114
Administrative Analyst (Community Development)	114
Administrative Analyst (Information Systems)	114
Administrative Analyst (Police Division)	114
Administrative Assistant (Building Services)	111
Administrative Assistant (Finance)	111
Administrative Assistant (Police Division)	111
Administrative Board Specialist	116
Associate Planner	116
Building Department Subject Matter Expert	121
Building Inspector/Plans Examiner	901
Capital Projects Coordinator	116
Chief Building Inspector/Plans Examiner	902
Chief Electrical Inspector/Plans Examiner	902
Chief Mechanical Inspector/Plans Examiner	902
Chief Plumbing Inspector/Plans Examiner	902
Civic Engagement Liaison	116
Code Enforcement Officer	136
Community Service Aide	112
Court Liaison/Off Duty Coordinator	112
Crime Analyst Supervisor	116
Crime Scene Supervisor	120

Crime Scene Technician	115
Customer Service Representative	108
Electrical Inspector/Plans Examiner	899
Events Manager	120
Executive Secretary	113
Fleet Services Administrative Analyst	114
GIS Analyst	115
Graphic Artist	111
Housing Inspector	115
Housing Inspector	400
HR Assistant	111
Human Resources Analyst I	115
Human Resources Analyst II	117
IT Security Administrator	118
IT Support Technician	115
Network Administrator	118
Permit & Licensing Administrative Analyst	116
Permitting & Licensing Clerk	110
Police Training Assistant	113
Procurement Officer	116
Property & Evidence Custodian	112
Property & Evidence Custodian II	114
Public Affairs Specialist I	114
Real Time Crime Center Analyst	386
Records Clerk	112
Records Clerk Supervisor	114
Recruiter	114
Senior Code Enforcement Officer	115
Senior Permit & Licensing Clerk	110
Senior Systems Administrator	121

Strategic Communications & Training Specialist	118
Telecommunications Systems Analyst	118
Telecommunicator	380
Telecommunicator Supervisor	381
Traffic Assistant	108
Victims Advocate	114
Zoning Administrator	118
Zoning Inspector	112
Zoning Technician	112