RESOLUTION NO. R-2013 -130

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MIAMI AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, LOCAL 6008, FOR THE BARGAINING UNIT CONSISTING OF THE CITY'S WHITE COLLAR EMPLOYEES; AUTHORIZING THE CITY MANAGER TO EXECUTE AND TO TAKE ALL ACTIONS NECESSARY TO OFFER AND IMPLEMENT A VOLUNTARY RETIREMENT INCENTIVE PLAN TO ELIGIBLE BARGAINING UNIT EMPLOYEES; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami ("City") and the International Union of Police Associations ("IUPA") are parties to a Collective Bargaining Agreement ("CBA") for the period October 1, 2012 through September 30, 2015 covering full-time non-professional white collar employees of the City ("Bargaining Unit Employees");

WHEREAS, Bargaining Unit Employees are members of the City's Clair T. Singerman Employees Retirement System ("Plan");

WHEREAS, the City desires to amend the Plan to offer and implement a voluntary retirement incentive plan ("Retirement Incentive Plan"), to Bargaining Unit Employees who meet the eligibility requirements; and

WHEREAS, IUPA has ratified and agreed to the terms of the Retirement Incentive Plan as described in the attached Memorandum of Understanding ("MOU"), for the benefit of the eligible Bargaining Unit Employees; and

WHEREAS, the City Council finds that the ratification of the MOU is in the best interest of the City.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Recitals.** The foregoing whereas clauses are true and correct and are incorporated herein by reference.

Section 2. **Ratification of Memorandum of Understanding.** The MOU between the City and the Union, in the form attached hereto as Exhibit "A," is hereby authorized and approved.

Section 3. **Authority of City Manager.** The City Manager is hereby authorized to execute the MOU on behalf of the City and take all actions necessary to implement the MOU and the purpose of this Resolution.

Section 4. **Effective Date.** This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a 5-0 vote of the Mayor and City Council of the City of North Miami, Florida, this 12th day of November, 2013.

LUCIE M. TONDREAU
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Steril

Seconded by: Galvin

Vote:

Mayor Lucie M. Tondreau	x (Yes)	____ (No)
Vice Mayor Scott Galvin	x (Yes)	____ (No)
Councilperson Carol Keys, Esq.	x (Yes)	____ (No)
Councilperson Philippe Bien-Aime	x (Yes)	____ (No)
Councilperson Marie Erlande Steril	x (Yes)	____ (No)

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF NORTH MIAMI AND THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, LOCAL 6008

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 2013 by the City of North Miami, Florida, a Florida municipal corporation ("City"), and the International Union of Police Associations, AFL-CIO, Local 6008 ("IUPA") (collectively referred to as the "Parties").

WHEREAS, the City and IUPA are parties to a Collective Bargaining Agreement ("CBA") for the period October 1, 2012 through September 30, 2015 covering full-time non-professional white collar employees of the City ("Bargaining Unit Employees");

WHEREAS, Bargaining Unit Employees are members of the City's Clair T. Singerman Employees Retirement System ("Plan");

WHEREAS, the City desires to amend the Plan to offer and implement a voluntary retirement incentive ("Retirement Incentive") to Bargaining Unit Employees who meet the eligibility requirements set forth herein; and

WHEREAS, the City and IUPA have agreed to make the Retirement Incentive available to eligible Bargaining Unit Employees.

NOW, THEREFORE, in light of the foregoing recitals, the Parties intending to be legally bound, do hereby stipulate and agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. The Parties acknowledge and agree that Bargaining Unit Employees shall be offered the opportunity to voluntarily participate in the Retirement Incentive, the terms of which are summarized below:

   (a) A Bargaining Unit Employee who meets the following requirements will be eligible to participate in the Retirement Incentive (hereinafter, "Eligible Employee"): (i) his/her age and years of credited service with the City must equal at least sixty (60) on or before January, 1 2014; (ii) he/she must meet the eligibility requirements set forth in Section 15-89 "Retirement dates" of the City's Code of Ordinances for normal retirement or early retirement, provided that for a Bargaining Unit Employee that is only eligible for early retirement under that Section, such employee must receive an immediate monthly benefit as set forth in Section 15-90(3)(b) in the City's Code of Ordinance and not a deferred monthly benefit as set forth in Section 15-90(3)(a) of the City's Code of Ordinance if he/she elects to participate; and (iii) he/she must have ten (10) or more years of credited service on or before January 1, 2014. Credited

Service for purposes of the Retirement Incentive shall mean the total number of years during which an Eligible Employee has been employed by the City and shall include any period of time since the inception of that Eligible Employee's employment with the City during which that Eligible Employee performed "Qualified Military Service" consisting of voluntary or involuntary service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA) and has made his/her required contributions to the Plan for such "Qualified Military Service."

(b) Eligible Employees who elect to participate in the Retirement Incentive shall be provided with the following benefits:

i. The regular monthly normal retirement benefit for credited service after July 1, 1969 set forth in Section 15-90 "Retirement benefits" of the City's Code of Ordinances shall be increased from 3% to 4% of average final compensation times all years of Credited Service in the Plan up to twenty (20) years. The regular monthly normal retirement benefit for Credited Service in the Plan over twenty (20) years and for service not included within the definition of Credited Service in paragraph 2(a) above shall continue to be 3% of average final compensation times the years for that service.

ii. An Eligible Employee shall receive one (1) week of his/her base salary, up to a maximum of six (6) weeks, for every full week that he/she retires prior to January 1, 2014. In other words, if an Eligible Employee retirees on January 1, 2014, he/she is not entitled to a lump sum payment, however, if he/she retires on December 3, 2013, he/she is entitled to four (4) weeks of the lump sum payment. Such lump sum payment shall not be part of compensation for purposes of calculating an Eligible Employee's retirement benefit.

iii. For Eligible employees who are under the age of 65, the City shall pay the full cost of the Eligible Employee's health insurance premium through September 30, 2014, provided the Eligible Employee participates in the City sponsored health insurance plan. The City also shall contribute $150.00 per month towards the cost of dependent health insurance coverage if the Eligible Employee elects coverage for his/her spouse/partner or his/her child(ren) and $250.00 per month if the Eligible Employee elects family coverage (spouse/partner and child(ren)), provided that the Eligible Employee's dependents participate in the City sponsored health insurance plan. The City shall pay the aforementioned premiums through September 30, 2014 or until the Eligible Employee reaches age 65 or is covered by Medicare, whichever of the three (3) comes first.

iv. In selecting the method for payment of the retirement benefits under the Plan, an Eligible Employee participating in the Retirement

Incentive shall not be allowed to elect the single lump sum payment option or the partial lump sum/annuity option set forth in section 15-95 "Optional methods of retirement payments" of the City's Code of Ordinances.

3. All other terms and conditions of the Plan as set forth in Article III "Clair T. Singerman Employees Retirement System" of the City's Code of Ordinances not specifically amended by the aforementioned provisions, shall remain in effect and applicable to all Eligible Employees electing to participate in the Retirement Incentive, including but limited to the retirement dates set forth in Section 15-89 "Retirement dates" of the City's Code of Ordinances and the provision for delayed retirement benefits and penalties for early retirement set forth in Section 15-90 "Retirement benefits" of the City's Code of Ordinances.

4. Eligible Employees who wish to participate in the Retirement Incentive must make their election to participate in the Retirement Incentive by November 15, 2013. The election is irrevocable and must be in writing on a form approved by the City including a waiver and release of all claims against the City.

5. Eligible Employees who participate in the Retirement Incentive must retire from the City on or before January 1, 2014.

6. This MOU represents the Parties' entire agreement as it relates to the Retirement Incentive and it cannot be amended or modified without the express written consent of the Parties.

7. This MOU shall become effective upon ratification by the Union and the City. In the event that this MOU is not fully ratified for any reason, it shall have no force or effect upon either party.

8. The parties signify their agreement with this MOU by affixing their signatures below.

International Union of Police Associations AFL-CIO Local 6008	City of North Miami
By: _____	By: _____
Title: _____	Title: _____
Dated: _____	Dated: _____

STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, Petitioner, v. CITY OF NORTH MIAMI, Respondent.	Case No. EL-2010-062 (Relates to RC-2010-051) VERIFICATION OF ELECTION RESULTS AND CERTIFICATION OF EXCLUSIVE COLLECTIVE BARGAINING REPRESENTATIVE Order Number: 11E-114 Date Issued: March 18, 2011

Aaron M. Nisenson, Sarasota, attorney for petitioner.

James C. Crosland, Denise M. Heekin, David C. Miller, and Theresa B. Proctor, Miami, attorneys for respondent.

A secret ballot election was conducted January 21, 2011, in the following unit:

INCLUDED: All regular full-time, non-professional white-collar employees of the City of North Miami in the following positions: Account Clerk, Administrative Coordinator, Administrative Specialist, Citizens' Crime Watch Coordinator, Clerical Technician, Code Compliance Officer, CP&D Technician, Crime Analyst, Crime Scene Technician, Housing Inspector, Housing Services Administrative Specialist, Housing Services Aide, Library Aide I, Library Aide II, Minimum Housing Officer, Payroll Coordinator, Permit Processing Coordinator, Permit Processor, Police Communications Operator, Public Service Aide, Quartermaster, Records Technician, Secretary, Stock Clerk, Storekeeper, Switchboard Operator, Utility Technician, Webmaster, and Word Processing Specialist.

EXCLUDED: All managerial, confidential, supervisory, professional, and blue-collar employees; all certified law enforcement personnel; all temporary and seasonal employees, and all employees not listed above as included.

COLLECTIVE BARGAINING AGREEMENT

between

CITY OF NORTH MIAMI, FLORIDA

and

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO

(Local 6008 White Collar)

October 1, 2012 through September 30, 2015

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ARTICLE 1 - RECOGNITION CLAUSE

1.1 The City of North Miami ("City") hereby recognizes the International Union of Police Associations, AFL-CIO ("Union") as the sole and exclusive bargaining agent as to the wages, hours and other terms and conditions of employment for the following bargaining unit as certified by the State of Florida, Public Employees Relations Commission ("PERC"), Certification No. 1765:

INCLUDED: All regular full-time, non-professional white-collar employees of the City of North Miami in the following positions: Account Clerk, Administrative Coordinator, Administrative Specialist, Citizens' Crime Watch Coordinator, Clerical Technician, Code Compliance Officer, CP&D Technician, Crime Analyst, Crime Scene Technician, Housing Inspector, Housing Services Administrative Specialist, Housing Services Aide, Library Aide I, Library Aide 11, Minimum Housing Officer, Payroll Coordinator, Permit Processing Coordinator, Permit Processor, Police Communications Operator, Public Service Aide, Quartermaster, Records Technician, Secretary, Stock Clerk, Storekeeper, Switchboard Operator, Utility Technician, Webmaster, and Word Processing Specialist.

EXCLUDED: All managerial, confidential, supervisory, professional, and blue-collar employees; all certified law enforcement personnel; all temporary and seasonal employees, and all employees not listed above as included.

1.2 Any changes in the bargaining unit shall only be made upon proper application to PERC and/or an appropriate court of competent jurisdiction.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 The Union recognizes the right of the City to operate, manage and direct all affairs of all departments within the City, except as otherwise expressly provided elsewhere in this Agreement, including but not limited to the right:

2.1.1 To exercise complete and unhampered control to manage, direct, and totally supervise all employees of the City;

2.1.2. To hire, promote, transfer, schedule, train, assign and retain employees in positions with the City and to establish procedures therefore;

2.1.3 To suspend, demote, discharge, or take other disciplinary action for proper cause against employees in accordance with this Agreement, the City's Civil Service Rules, Administrative Regulations and departmental policies;

2.1.4 To maintain the efficiency of the operations of the City;

2.1.5 To determine the structure and organization of City government, including the right to supervise, subcontract, expand, consolidate or merge any department, and to alter, combine, eliminate, or reduce any division thereof;

2.1.6. 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;

2.1.7. 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;

2.1.8. To set its own standards for services to be offered to the public;

2.1.9. To determine the location, methods, means and personnel by which operations are to be conducted;

2.1.10. To determine what uniforms the employees are required to wear while on duty;

2.1.11 To set procedures and standards to evaluate City employees' job performance;

2.1.12. To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions;

2.1.13. To determine internal security practices;

2.1.14. To introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary;

2.1.15 To control the use of equipment and property of the City; and

2.1.16. To formulate and implement department policy, procedures rules and regulations.

2.2 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.

2.3 Any right, privilege or function of the City not specifically released or modified by the City in this Agreement, shall remain with the City.

2.4 Nothing in this Article shall be interpreted as a waiver of the right to bargain about changes in mandatory subjects of bargaining or the impact of changes in non-mandatory subjects of bargaining.

ARTICLE 3 - NO STRIKES AND LOCKOUTS

3.1 The Union agrees that they will not engage in a "Strike" against the City as defined in Section 447.203(6), Florida Statutes. "Strike" means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the City for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the City; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "Strike" shall also mean any overt preparation, including, but not limited to, the establishment of strike funds with regard to the above-listed activities.

3.2 No employee or union may participate in a strike against the City by instigating or supporting, in any manner, a Strike. Any violations of this Article shall subject the violator to the penalties provided in Chapter 447, Florida Statutes. The City agrees that it will not "lockout" the employees from the workplace. Any violations of this Article will allow either party to seek injunctive relief from the appropriate court.

ARTICLE 4 - UNION ACTIVITIES

4.1 The Union shall submit in writing the names of its Officers or Representatives who are authorized to speak on behalf of the Union and/or represent Bargaining Unit employees. The President or any other Representative designated by the Union shall be authorized to represent Bargaining Unit employees through the first step of the grievance procedure. However, at the Union's discretion, its attorney and/or Union business agent may be used at the other steps of the grievance procedure. The City acknowledges the Union's right to attend grievance hearings filed by individual bargaining unit members.

4.2 No one shall be permitted to function as a Union Representative until the Union has presented the City with written certification of that person's selection.

4.3 Bargaining Unit employees may elect a local Union President, Vice President and Secretary-Treasurer to act as their representatives during the life of this Agreement. The Union shall provide the City with the name(s) of said local officers.

4.4 Upon prior notification and approval by the Department Director, a Union Officer or Representative will be released from duty with pay to attend grievance hearings or other employer-employee proceedings; however, such release from duty shall not interfere with the Union representative's assigned duties.

4.5 Union representatives and employees shall be allowed to communicate official Union business during an employee's hours to members to the extent that duty responsibilities are not disrupted or interfered with, provided it shall not interfere with the efficiency, safety and/or security of the City's operations.

4.6 Access to City property and use of City paid time, facilities, equipment and other resources by the Union shall be authorized only to the extent provided in this Agreement and shall not interfere with the efficiency, safety and/or security of the City's operations.

4.7 Up to four (4) members of the Union's negotiating team may participate in collective bargaining negotiations during their regularly scheduled hours of duty without loss of

pay, provided that such employees are otherwise ready, willing and able to perform and fulfill their respective job duties. If any of the Union's negotiating team participates in collective bargaining negotiations while off-duty, they will do so without compensation.

ARTICLE 5 - NON-DISCRIMINATION CLAUSE

5.1 It is the policy of the City that all employees have the right to work in an environment free of discrimination and any form of harassment based on race, gender, color, religion, ancestry, pregnancy, national origin, age, disability, marital status, familial status, sexual orientation, union activity, union affiliation, or union membership.

5.2 An employee aggrieved by a violation of this Article may not use the grievance and arbitration provisions of this Agreement.

ARTICLE 6 - DUES DEDUCTION

6.1 Effective immediately upon receipt of a written authorization form from an employee, the City agrees, at no cost to the employee or the Union, to deduct regular union dues from employees' respective individual weekly paychecks and remit such deductions to the Union within ten (10) working days from the date of the deduction. The Union will notify the City in writing prior to any change in the regular Union dues structure.

6.2 An employee may, at any time, revoke his/her Union dues deduction and shall submit such revocation form to the City with a copy of such revocation form to the Union. Union dues deductions will be stopped by the City in the first pay period following the employee's submission of his/her revocation form.

ARTICLE 7 - BULLETIN BOARDS

7.1 The City shall provide the Union with two large bulletin boards at no cost for posting Union material (which will be placed at City Hall and the Parks Operation Center). The Union may purchase additional boards at its cost, provided that it obtains approval from the City regarding where such boards will be placed.

7.2 Such bulletin board space is to be used exclusively by the Union for the purpose of posting Union business and information such as: recreational and social activities and material related to employee relations matters.

7.3 The Union shall not post any materials which are obscene, defamatory or impair the operations of the City or that contain anything political or reflecting upon the City or any of its employees.

7.4 In the event that any unauthorized material is posted on the bulletin board(s), it shall be promptly removed by the Union.

7.5 For those employees with informational boxes, the Union may distribute Union literature and Union materials through such boxes by off-duty personnel.

7.6 Any violation of the foregoing provisions shall entitle the City to cancel immediately the provisions of this Article and to remove the offending bulleting boards.

ARTICLE 8 - INITIAL PROBATIONARY PERIOD

8.1 Probation for new hires shall be twelve (12) months in duration from the date of hire. A newly hired probationary employee may be discharged for any reason during his/her probationary period. The City Manager may, at his sole discretion and at the request of a Department Director, extend the twelve (12) month probationary period for a maximum of three (3) additional months.

8.2 The probationary period for newly promoted employees shall be twelve (12) months from the date of the promotion. If a newly promoted employee fails to complete his/her promotional probation, he/she will be placed back into the previously held position or to a comparable position at the same rate of pay as held prior to the promotion without losing any seniority. A newly promoted employee that fails to complete his/her promotional probationary may not use the grievance procedure set forth in Article 10 of this Agreement to challenge his/her failure to complete probation.

ARTICLE 9 - DISCIPLINARY PROCEDURES

9.1 Employees will only be disciplined or discharged for proper cause in a progressive manner.

9.2 Disciplinary actions taken will be fair and consistent with other such actions taken by the City under similar circumstances, utilizing the City's Civil Service Rules and Administrative Regulations. The parties acknowledge that employees will not be fined as a means of discipline without the employee's consent.

9.3 Only disciplinary actions involving termination of employment, demotions and unpaid suspensions are subject to binding arbitration (in the event that the underlying grievance is not resolved at Step 3 of the grievance procedure in Article 10). All other disciplinary actions, including written reprimands, are grievable through Step 3 of the grievance procedure in Article 10 and are not subject to binding arbitration.

9.4 All complaints, reprimands, or other records of disciplinary action shall be signed by the employee prior to the placement of the record into the employee's personnel file. All employees shall be given the opportunity to respond to any discipline and such response shall be made part of the file. Personnel records will be maintained in compliance with the State of Florida records retention laws.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of the specific terms of this Agreement. Grievances relating to alleged violations of the specific terms of this Agreement shall be processed in the following manner.

10.2 Employees shall have the right to file a grievance under this Article or an appeal under Rule 13 of the City's Civil Service Rules, but not both. Once an employee files in either forum, the employee is precluded from filing in the other forum.

10.3 FORMAL GRIEVANCE PROCEDURE

STEP 1

Whenever an employee has a grievance, he/she should first present it to his/her direct supervisor within ten (10) calendar days of the event giving rise to the grievance. Attached as Exhibit A to this Agreement is the grievance form to be used by employees pursuant to this Article. In cases where the grievance involves the supervisor, the grievant shall instead submit the grievance to the Department Director or his/her designee at Step 2 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1. The grievance shall be signed by the employee and shall specify all of the following: (a) the date of the alleged grievance; (b) the specific Articles and Sections of this Agreement allegedly violated; (c) the facts pertaining to or giving rise to the alleged grievance; and (d) the relief requested. The supervisor or Department Director or his/her designee, if applicable, may informally meet with the employee to address the grievance. A Union representative shall be present at the meeting upon the employee's request. The supervisor or Department Director or his/her designee, if applicable, shall reach a decision and communicate in writing to the employee and the Union representative within ten (10) calendar days (or such longer period of time as is mutually agreed

upon in writing), from receipt of the grievance.

STEP 2

If the grievance is not resolved at Step 1, or if no written disposition is made within the Step 1 time limits, the Union shall have the right to appeal the Step 1 decision to the Department Director or his/her designee within ten (10) calendar days from the due date of the Step 1 response. Such an appeal must be accompanied by a copy of the original written grievance. The Department Director or his/her designee may conduct a meeting with the grievant and his/her Union representative. The Department Director or his/her designee shall, within ten (10) calendar days after the presentation of the grievance (or such longer period of time as is mutually agreed upon in writing), render his/her decision on the grievance in writing to the aggrieved employee and the Union representative.

STEP 3

If the grievance is not resolved at Step 2, or if no written disposition is made within the Step 2 time limits, the Union shall have the right to appeal the Step 2 decision to the City Manager or his/her designee within ten (10) calendar days from the due date of the Step 2 response. Such an appeal must be accompanied by a copy of the original written grievance, together with a signed request form requesting that the Step 2 decision be reversed or modified. The City Manager or his/her designee shall conduct a meeting with the grievant and his/her Union representative. The City Manager or his/her designee shall, within ten (10) calendar days after the presentation of the grievance (or such longer period of time as is mutually agreed upon in writing), render his/her decision on the grievance in writing to the aggrieved employee and the Union representative.

10.4 If the grievance is not resolved at Step 3, or if no written disposition has been rendered within the applicable time limits, the Union shall have the right to appeal to binding arbitration within ten (10) calendar days from the date the Step 3 disposition is given, or the due date of that decision, if no written decision is made. Disciplinary actions involving terminations of employment, demotions and unpaid suspensions are

the only disciplinary actions subject to binding arbitration if the grievance is not resolved at Step 3. All other disciplinary actions are grievable through Step 3 only and are not subject to binding arbitration.

10.5 Failure on the part of the City to answer within the time limits set forth in any Step will entitle the Union to proceed to the next step applicable. The time periods contained herein may be mutually waived or extended.

10.6 Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly to the Department Director or his/her designee at Step 2 of the grievance procedure, within the time limit provided for the submission of the grievance in Step 1 and signed by the aggrieved employees or the Union representative on their behalf.

10.7 The arbitrator may be any impartial person mutually agreed upon by the parties. In the event the parties are unable to agree upon said impartial arbitrator within ten (10) calendar days after the City or Union request arbitration, the parties shall jointly request a list of seven (7) names from the American Arbitration Association. Within ten (10) calendar days of receipt of the list, the parties shall alternately strike names, with the City striking first. The remaining name shall act as the arbitrator.

10.8 The City and the Union shall mutually agree, in writing, as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator shall confine his decision to the particular grievance specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator shall confine his consideration and determination to the written statement of the grievance and the response of the other party. Copies of any documentation provided to the arbitrator by either party shall be simultaneously provided to the other party.

10.9 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 this Agreement not to be subject to arbitration. The arbitrator may

not issue declaratory or advisory opinions.

10.10 Copies of the arbitrator's decision should be furnished to both parties within thirty (30) calendar days of the closing of the arbitration hearing. The arbitrator's decision will be final and binding on all parties.

10.11 Each party shall bear the expense of its own witnesses and of its own representatives for the purposes of the arbitration hearing. The parties agree to equally share the arbitrator's fee and any related expenses including any cost involved in requesting a panel of arbitrators. The hearing room shall be supplied and designated by the City. Any person desiring a transcript of the hearing shall bear the cost of such transcript, unless both parties mutually agree to share such cost.

10.12 Unless otherwise agreed to by both parties, grievances under this Agreement shall be processed separately and individually. Accordingly, only one (1) grievance shall be submitted to an arbitrator for decision in any given case. Settlement of grievances prior to the issuance of an arbitration award shall not constitute a precedent or an admission that the Agreement has been violated.

ARTICLE 11 - WORK WEEK AND WORK SHIFT

11.1 Overtime

11.1.1 Employees non-exempt from the Fair Labor Standards Act ("FLSA") shall receive overtime pay (time and one-half of their regular rate of pay) for all hours worked in excess of forty (40) in a workweek. All hours worked in excess of forty (40) must be approved in advance by the Department Director or designee.

11.1.2 Holidays that fall during an employee's normally scheduled workweek and are not worked will be used in the calculation of the overtime rate of pay.

11.1.3 Vacation leave and sick leave and Jury Duty will be used in the calculation of overtime.

11.1.4 When a holiday falls on an employee's regular day off (RDO), and that employee does not work, the employee will receive an extra eight (8) hours of pay.

11.1.5 There will be a minimum of two and a half (2.5) hours of recall pay (as set forth in Section 11.3 of this Agreement) for any employee who is recalled to work outside his/her regularly scheduled hours of work.

11.1.6 Employees required to work during an Emergency will be paid in accordance with Administrative Regulation 1-77 "Disaster Pay."

11.2 Court Time

11.2.1 A bargaining unit employee who attends court or a deposition, in connection with the performance of their official duties with the City shall be compensated at their normal rate of pay when attending court or depositions during normal working hours.

11.2.2. A bargaining unit employee who attends court or a deposition, in connection with the performance of their official duties with the City, outside their normal working day or on their authorized day off shall receive a minimum of two and a half hours (2 ½) pay at one and one half (1 ½) times their regular

hourly rate. A bargaining until employee who attends court or deposition in connection with a matter directly related to the performance of their official duties with the City following their normal work hours on their normal work day shall receive pay at one and one-half (1 ½) times their regular hourly rate for the hour(s) that are in addition to their normal work hours on that day.

11.2.3 For the purpose of this article, if the employee is canceled by the City or Court Liaison for a mandatory court appearance two (2) or more hours prior to the scheduled court appearance, the employee will receive no compensation. If the employee is canceled less than (2) hours prior to the scheduled court appearance, the employee will receive one (1) hour of compensation.

11.2.4 Employees must be accessible by phone during any day of mandatory court appearance and during periods of stand-by.

11.3 Recall Pay

11.3.1 Due to the nature of the City's services it may be necessary to recall employees.

11.3.2. For non-exempt employees, regular pay will be received for a minimum of two and ½ hours (2 ½) or for actual hours worked, whichever is greater, when an employee is called out. Overtime will be applied when hours are greater than forty (40) per work week.

11.3.3. For non-exempt employees recalled to work during an official holiday, pay will be calculated at the rate of time and one-half for the number of hours worked, in addition to their earned holiday pay.

11.3.4. Employees that are on call will receive $10.00 per day. If the Employee is recalled, the $10.00 will be applied to the overtime worked.

11.3.5. Recall pay is not authorized if an employee is not called out or approved by the proper authority.

11.4 Shift Assignment/Rotation - Whenever a shift rotation occurs, no bargaining unit employee shall be forced to work a double shift unless, in the sole discretion of the Department head or designee, it is deemed absolutely necessary. If the bargaining

unit employee is forced to work a double shift, compensation shall be at the rate of one and one half (1.5) his/her base hourly pay rate for all hours in excess of 40 hours in a given work week. Bargaining unit employees rotating from one shift to another shall be entitled to at least eight (8) hours of off duty time before returning to work.

11.5 When changing an employee's schedule, the City must give the employee 7 days' notice.

11.6 The City may institute up to six unpaid furlough days per fiscal year. Furlough day hours (i.e., hours that an employee would have worked on the furlough day but for the furlough) will be counted as hours worked for overtime purposes.

ARTICLE 12 - HEALTH AND LIFE INSURANCE COVERAGE

12.1 The City will provide a group health and life insurance program to all eligible members of the Bargaining Unit.

12.2 Individual Coverage

12.2.1 HMO – If the employee selects HMO coverage, he/she will pay $10.00 per week for single health coverage. The City will pay the balance of the monthly medical premium if the employee selects the lowest cost HMO plan.

12.2.2 POS – If the employee selects POS coverage, he/she will pay $10.00 per week for such single health coverage plus the difference in cost between the total premium for the POS plan and the total premium for the HMO plan.

12.3 Dependent Coverage

12.3.1 HMO – If the employee selects HMO coverage, the City will contribute the equivalent of its share of the Single HMO medical premium toward HMO Couple and Family coverage. In addition, for the duration of this Agreement, the City will contribute $150.00 per month toward the dependent medical coverage for HMO Couple employee and spouse/partner or employee and child(ren) coverage and $250.00 per month toward the dependent medical coverage for HMO Family coverage.

12.3.2 POS – If the employee selects POS coverage, the City will contribute the equivalent of its share of the cost of the Single HMO medical premium toward POS Couple, Child(ren) and Family coverage. In addition, for the duration of this Agreement, the City will contribute $150.00 per month toward the dependent medical premium for POS Couple and Children coverage and $250.00 per month toward the dependent medical premium for POS Family coverage.

12.4 Nothing in this Agreement shall prohibit the City, at its sole discretion, from changing insurance carriers, the types of insurance plans offered, the level of benefits

offered by the plans and/or any other condition relating to insurance coverage that the City may consider advisable.

ARTICLE 13 - SICK LEAVE WITH PAY

13.1 The Parties agree that the written policies of the City Manager, the Personnel Department and the Civil Service Rules and Regulations in existence at the time of the execution of this Agreement shall govern the granting, administration and use of sick leave.

13.2 The Union shall be notified of any proposed changes in sick leave policy, and Personnel Board meetings where such changes are on the agenda to be discussed. This does not waive the Union's right to bargain regarding changes to the sick leave policy.

ARTICLE 14 -ANNUAL VACATION LEAVE WITH PAY

14.1 The Parties agree that the written policies of the City Manager, the Personnel Department and the Civil Service Rules and Regulations in existence at the time of the execution of this Agreement shall govern the granting, administration and use of annual leave.

14.2 The Union shall be notified of any proposed changes in annual leave policy, and Personnel Board meetings where such changes are on the agenda to be discussed. This does not waive the Union's right to bargain regarding changes to the annual leave policy.

ARTICLE 15 - HOLIDAYS AND PERSONAL DAYS

15.1 The City recognizes the following holidays for employees covered by this Agreement:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Employee's Birthday
Two (2) Floating Holidays (after 6 months full time employment)

15.2 Each Floating Holiday and the Employee's Birthday may only be used as one full paid day off and may not be utilized in hourly increments. Each Floating Holiday off shall be mutually agreed upon by the employee and his/her supervisor and Department Head, consistent with the needs of his/her Department.

15.3 The Employee's Birthday must be taken within the month of the Birthday or as near as possible to the actual date of the Employee's Birthday, and the time off shall be mutually agreed upon by the employee and his/her supervisor and Department Head, consistent with the needs of his/her Department. The Employee's Birthday must be used by the employee during the calendar year in which it occurred or it will be forfeited.

15.4 Each Floating Holiday and the Employee's Birthday shall not be accrued and cannot rollover to the next year. The Floating Holidays must be used by the employee during the calendar year in which they were granted or be forfeited.

15.5 Floating Holidays and the Employee's Birthday are not subject to being converted to cash during the employee's employment or as severance pay upon the employee's termination of City employment. No Floating Holiday may be taken on another holiday.

15.6 Non-exempt Employees required to work on a holiday shall be paid at time and one-half their regular hourly rate of pay for each holiday hour worked and, in addition, will receive holiday pay at their straight time hourly rate of pay.

15.7 In handling the administration of holiday time, the parties agree that the written policies of the City Manager, the Personnel Department and the Civil Service Rules and Administrative Regulations in existence at the time of the execution of this Agreement shall be adhered to if not inconsistent with this Agreement.

15.8 If a holiday falls on an exempt employee's regular assigned day off, the employee shall receive 8 hours payment for the holiday at the employee's straight time hourly rate of pay.

15.9 Pursuant to Administrative Regulation, in order to be eligible for holiday pay, an employee must have worked the workday before and the workday after the holiday, unless the employee was on pre-approved vacation, sick, birthday, floating holiday, bereavement leave or jury duty or, if not on pre-approved leave, that employee submits a doctor's certificate verifying the illness within five (5) days of the Employee's return to work from said illness.

15.10 Employees scheduled to work on the day observed as a holiday and who call out sick will not receive holiday pay or sick pay unless he/she submits a doctor's certificate verifying the illness within five (5) days of the employee's return to work from said illness. If a doctor's certificate is provided he/she will receive holiday pay.

ARTICLE 16 - WAGES

16.1 Effective October 1, 2012, the City will reinstate the pay plan that was in effect immediately prior to April 18, 2010. A copy of that pay plan is attached as Exhibit B to this Agreement. Bargaining unit employees will be placed into this plan as follows:

16.1.1 All employees whose rates of pay were reduced on April 18, 2010 and who hold the same position that they held on April 18, 2010 shall be placed back into the pay plan at the step that they held on April 17, 2010.

16.1.2 All employees whose rates of pay were reduced on April 18, 2010 and who have since been promoted to a position in a higher pay grade shall move up one step in the pay plan for their respective positions.

16.1.3 All employees who have been hired or promoted by the City since April 18, 2010 and that are being paid below Step 1 for their respective positions shall be moved to the first step of the pay plan for their respective positions.

16.1.4 All employees who are not impacted by Section 16.1.1, 16.1.2 or 16.1.3 above shall continue to be paid at their respective rates of pay that they were paid prior to ratification of this Agreement.

16.2 Pay Freeze – aside from any pay increases resulting from Section 16.1 above, merit increases shall be frozen and no employees shall receive a merit increase.

16.3 Ratification Incentive Pay – within 30 days of the complete ratification of this Agreement, bargaining unit employees who are employed by the City as of February 1, 2013 shall receive a ratification bonus in an amount equal to the amount of base salary that each respective employee lost by virtue of the City's furlough program for the period beginning April 18, 2010 and ending September 30, 2012.

ARTICLE 17 - LABOR - MANAGEMENT COMMITTEE

17.1 In the interest of effective communication either party may, at any time but not more than once per quarter, request a Labor-Management Committee. Such request shall be made in writing and be presented to the other party ten (10) calendar days in advance of the requested meeting date. The written request shall include an agenda of items the party wishes to discuss and the names of those representatives who will be attending. A Labor-Management Committee shall be scheduled within ten (10) calendar days of the date requested.

17.2 The purpose of such meeting shall be limited to:

17.2.1 Discuss the administration of the Agreement;

17.2.2 Notify the Union of changes made by the City which affect Bargaining Unit employees;

17.2.3 Discuss grievances which have not been processed beyond the final step of the Grievance Procedure when such discussions are mutually agreed to by the parties;

17.2.4 Disseminate general information of interest to the parties;

17.2.5 Give the Union Representatives the opportunity to share the view of their members and/or make suggestions on subjects of interest to their members;

17.2.6 Discuss ways to increase productivity and improve efficiency; and/or

17.2.7 Consider and discuss health and safety matters related to employees.

17.3 Both the City and the Union agree to abide by all agreements reached and stated in Letters of Understanding resulting from Labor/Management Committee meetings.

ARTICLE 18 - TUITION REIMBURSEMENT

18.1 Tuition reimbursement is governed by Administrative Regulation AR 1-14.

ARTICLE 19 - SEVERABILITY AND ZIPPER CLAUSE

19.1 Should any provision of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal law, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to immediately meet and confer concerning any invalidated provision(s).

19.2 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 area of collective bargaining and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, and unless specified in this Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement contains the entire Agreement of the parties on all matters relative to wages, hours, terms and conditions of employment as well as all other matters, which were or could have been negotiated prior to the execution of this Agreement. This Section does not prohibit the parties from entering into negotiations concerning the terms of a successor Agreement. Nor does this Section waive the Union's right to bargain over changes in mandatory subjects of bargaining and the impact of changes in non-mandatory subjects of bargaining.

ARTICLE 20 - MAINTENANCE OF STANDARDS

20.1 All current employment practices and benefit levels currently granted unto the employees that are not found within this Agreement and do not conflict with anything contained in this Agreement shall remain in full force and effect.

ARTICLE 21 - BEREAVEMENT LEAVE

21.1 Bereavement leave will be governed by Rule XII L of the City's Civil Service Rules, except that the term "immediate family" under that rule shall also include domestic partners who are properly registered as such pursuant to City policy. Employees will be permitted to utilize up to an additional five (5) days of his/her accrued sick leave without penalty for qualifying bereavement under Rule XII L of the City's Civil Service Rules.

ARTICLE 22 - MISCELLANEOUS PROVISIONS

22.1 Commuting

Before using a personal vehicle in the performance of assigned duties, an employee must first request to use a City vehicle. If no City vehicle is available and if the employee is required to use a vehicle to perform his/her duties, he/she shall be compensated at the current mileage rate as contained in the City Policy and Procedures for the use of his/her vehicle. If an employee expects to incur tolls, he/she must request the use of a City Sunpass.

22.2 Jury Duty

July duty shall be handled in accordance with Rule XII I. of the City's Civil Service Rules.

22.3 Civil Service Rules and Regulations

22.3.1 The Union shall be notified in advance of personnel board meetings of any proposed changes to Civil Service Rules and Regulations.

22.3.2 In the event of a conflict between this Agreement and the Civil Service Rules and Administrative Regulations, the provisions of this Agreement shall supersede the Civil Service Rules and Administrative Regulations.

ARTICLE 23 – VACANCY POSTINGS

23.1 The City shall post all vacancies for classified positions and/or newly created classified positions within the City for a minimum of ten days before the vacancy or position is filled.

ARTICLE 24 - SENIORITY – LAYOFF – RECALL

24.1 Layoff and recall shall be conducted pursuant to Rule XIII K-O of the City's Civil Service Rules.

ARTICLE 25 - CLOTHING/UNIFORM ALLOWANCE

25.1 Should the City require any bargaining unit member to wear a uniform, then the City will provide the member with such uniform at the City's expense.

ARTICLE 26 - LINE OF DUTY INJURIES (OJI)

26.1 The City agrees to provide workers compensation insurance coverage for expenses incurred by any Union member in compliance with the worker's compensation laws of the State of Florida and City Ordinance 13-05.

ARTICLE 27 - IMPASSE RESOLUTION PROCEDURE

27.1 Should the parties reach impasse in any negotiations for a successor agreement, the procedure for resolution of said impasse shall be as set forth in Chapter 447, Florida Statutes.

ARTICLE 28 - LONGEVITY PAY

28.1 Bargaining unit employees shall not receive longevity pay. However, in the event that a longevity pay plan is reinstituted for the City's unrepresented employees during the term of this Agreement, the City agrees that such longevity pay plan will become effective for members of this bargaining unit on the date that the longevity pay plan becomes effective for the City's unrepresented employees.

28.2 Either party shall have the right to reopen this Article for Fiscal Years 2014 and/or 2015, provided it provides the other party with written notice of its intent to do so no later than the May 1st preceding the fiscal year for which the party seeks to reopen negotiations.

ARTICLE 29 - PENSION

29.1 The pension benefits afforded to bargaining unit employees as of the ratification date of this Agreement shall remain in effect for the duration of this Agreement, unless the parties agree otherwise or the City lawfully imposes otherwise.

29.2 The Union shall be notified of any proposed changes to the Pension Ordinances impacting bargaining unit employees and of any Pension Board meeting where proposed changes to the Pension Ordinances impacting bargaining unit employees are on the Pension Board meeting agenda.

29.3 Minutes shall be taken of all Pension Board meetings involving pension benefits for bargaining unit employees in accordance with applicable law and such minutes shall be made available to the Union upon written request.

ARTICLE 30 - DURATION OF AGREEMENT

30.1 Except as specifically provided otherwise in this Agreement, this Agreement shall take effect upon ratification by both parties and shall continue in full force and effect through September 30, 2015.

Executed on this _____ day of _____, 2013

ON THE PART OF THE UNION:

UNION PRESIDENT

Signature:_____

Print Name:_____

Date:_____

UNION REPRESENTATIVE

Signature:_____

Print Name:_____

Date:_____

UNION ATTORNEY

Signature:_____

Print Name:_____

Date:_____

ON THE PART OF THE CITY:

CITY MANAGER

Signature:_____

Print Name:_____

Date:_____

PERSONNEL DIRECTOR

Signature:_____

Print Name:_____

Date:_____

CITY ATTORNEY

Signature:_____

Print Name:_____

Date:_____

SPECIAL COUNSEL TO THE CITY

Signature:_____

Print Name:_____

Date:_____

EXHIBIT "A"

EXHIBIT "B"