COLLECTIVE BARGAINING AGREEMENT

between

CITY OF NORTH MIAMI, FLORIDA

and

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO

(Local 6008 White Collar)

October 1, 2018 through September 30, 2021

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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) business 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) business 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) business 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) business 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) business 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) business 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) business 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) business 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) business 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) business 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 Employees may elect to receive compensatory time in lieu of payment for overtime worked. Compensatory time may be accrued up to a maximum of eighty (80) hours. The City has the option of cashing out employees' accrued compensatory time at any time after one year from the accrual of such time.

11.1.3 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.

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

11.1.5 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.

11.1.6 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.

11.1.7 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.

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 The City will convene a committee to meet each year to discuss health insurance renewal and potential changes to coverage and will invite a bargaining unit member to participate in such committee. The committee may make non-binding

recommendations annually regarding City health insurance coverage. 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. Entitlement: An employee who is injured or ill, is unable to work and must be absent from duty, may after three (3) months of continuous active full-time service, be granted sick leave as hereinafter provided. During the first three (3) months of employment, an employee may be granted sick leave without pay because of illness or injury not incurred on-the-job, but such leave will extend the employee's probationary period.

13.2 Sick leave may be used to supplement workers' compensation provided by law up to a combined amount not to exceed 100% of the employee's net weekly salary (less any overtime). Should an employee be denied workers' compensation or be ineligible to receive such compensation, the employee may request sick leave or annual leave.

13.3 Rate of Earning Sick Leave:

a. Full-time active service employees who regularly work forty (40) hours or more per week shall earn sick leave, calculated at an hourly rate on the first (40) hours per pay period, as follows:

   1. Eighty (80) hours per year from date of original appointment until completion of three (3) years classified service.
   2. Eighty-eight (88) hours per year from date of completion of three (3) years until completion of five (5) years classified service.
   3. Ninety-six (96) hours per year from date of completion of five (5) years classified service.

b. Full-time active employees, who work less than forty (40) hours per week, but regularly work at least thirty (30) hours or more per week, shall be entitled to sick

leave at a rate in proportion to the number of hours in such an employee's work week, calculated as follows:

1. Up to completion of three (3) years of full-time service, multiply the number of hours worked in a work week by .038462;
2. More than three (3) years of full-time service and up to completion of five (5) years of full-time service, multiply the number of hours worked in a work week by .042308; and
3. More than five (5) years of full-time service, multiply the number of hours worked in a work week by .046154.

13.4 Computation of Sick Leave:

a. Sick leave may be used as needed. All sick leave shall be computed periodically as determined by the Personnel Department and based on payroll and creditable service time of employees.
b. After three (3) months of continuous full-time active service an employee will be entitled to sick leave with pay, with the maximum amount being that amount of sick leave already accrued based on length of service.
c. The amount of sick leave used by an employee shall not exceed the number of regularly scheduled hours such employee would otherwise have worked during absence on such leave. Sick leave will be charged in multiples of one-half hour.

13.5 Proof of Illness: Sick leave shall not be authorized unless checked by a physician, nurse or other person designated by the Personnel Director to make check visits, or other such other proof of illness as the Personnel Department may accept or require. Such check visits shall be made by a person or persons approved by the Personnel Director or his or her designee. The departments shall be responsible for reporting absences to the Personnel Department immediately and in no case later than noon so

that check visits, if required, may be made. The Personnel Department will require a statement in writing, signed by a licensed physician or health care provider or the submission of other substantiating evidence that the employee is incapacitated or unable to perform his or her duties when a request for sick leave is three (3) consecutive working days or more. The Personnel Director may request that payment or sick leave be denied for all salary and wages for such period of absence for which the provisions of this rule have not been completed by the employee, and to invoke any penalty provided in Rule III, Section G.

13.6 Supplemental Compensation Provision: Should an employee become temporarily disabled as a result of an on-the-job injury, and be declared eligible for Workers' Compensations provided for in Florida Statutes, supplemental compensation may be granted in accordance with Section 19-27 through 19-30.2 of the Code of Ordinances of the City of North Miami. Supplemental compensation is defined as the difference, if any, between Workers' Compensation benefits and the employee's normal rate of pay for the number of hours in the employee's standard work week (overtime excluded), at time of injury.

13.7 Accumulation of Sick Leave: An employee shall be allowed to accumulate up to 320 hours of unused sick leave, and thereafter one-half of any additional sick leave accruing over and above 320 shall be granted to the employee as additional annual vacation leave and shall be subject to the provisions of this rule. The other one-half accruing over and above 320 hours shall remain as sick leave. As an alternative to the above employees who are eligible to convert sick time to vacation time shall make a one time election to convert sick time to vacation time OR leave hours in sick time. An employee shall be allowed to accumulate unlimited sick leave.

13.8 Entitlement Upon Retirement or Separation From Service: Upon separation from service, payment of accrued sick leave, up to 1000 hours shall be made in a lump sum to the employee as follows:

- 25% of total up to 1,000 hours if less than 10 years of employment or
- 50% of total up to 1,000 hours if employed 10 – 19 years
- 100% of total up to 1,000 hours if employed 20 years or more

13.9 Authorized Uses of Sick Leave: In addition to the uses prescribed under Subsection 1 of this Section, sick leave may be used by employees for doctor and dental appointments, provided proof of reporting for same is supplied. Sick leave so used will be charged as provided herein. Employee shall attempt to make appointments at a time to miss as little time as possible from workday.

13.10 Injuries From Outside Employment: Employees shall not be authorized sick leave with pay for any absence resulting from inability to perform their regular City duties due to an injury sustained in the course of, or arising out of, other outside employment.

ARTICLE 14 -ANNUAL VACATION LEAVE WITH PAY

14.1. Entitlement: After completion of six (6) months active service an employee shall be granted annual vacation leave as provided herein.

14.2 Rate of Earning Annual Vacation Leave:

a. Full-time active service employees with less than five (5) years of continued service shall earn annual leave at a rate equal to two (2) times the number of hours in an employee's standard work week (excluding overtime).

b. Full-time active service employees with more than five (5), but less than fifteen (15) years of continued service shall earn annual leave at a rate equal to three (3) times the number of hours in an employee's standard work week (excluding overtime).

c. Full-time active service employees with more than fifteen (15) years of continued service shall earn annual leave at a rate equal to four (4) times the number of hours in an employee's standard work week (excluding overtime).

d. All full-time active service employees who work less than forty (40) hours per week, but regularly work at least thirty (30) hours or more per week shall be entitled in each calendar year to annual vacation at a rate in proportion to the number of hours in an employee's workweek calculated as follows:

1. Up to five (5) years of full-time service multiply the number of hour worked in a work week by .038462
2. More than five (5) years of full-time service, up to fifteen (15) years of full-time service multiply the number of hours worked in a work week by .057693
3. More than fifteen (15) years of full-time service, multiply the number of hours worked in a work week by .076924.

14.3 Computation of Annual Vacation Leave:

a. Annual vacation leave for all full-time active service employees shall be based on a calendar year (January 1 to December 31) and shall be computed periodically as determined by the Personnel Department and based on the payroll and creditable service time of employees. All annual vacation leave shall be computed in

accordance with the rates shown in paragraph number 2b, 2c, or 2d of Section B of this Rule, which is based on length of service.

b. After six (6) months of continuous full-time active service an employee will be eligible to request annual vacation leave, with the maximum amount being the amount of annual vacation leave already earned.

c. The amount of annual leave charged to an employee shall be equal to the number of regularly scheduled hours such employee would otherwise have worked during his or her absence on such leave.

14.4 Vacation Schedule: The arranging of a vacation schedule shall be the responsibility of the department head with particular regard to the needs of the City and then, insofar as practical, with the request of the employee.

14.5 Accumulation of Annual Vacation Leave: The intent and purpose of annual vacation leave is to provide a period of rest and relaxation of at least two (2) weeks during for the permanent employee or to provide emergency leave as hereinafter provided. Therefore, only that amount of annual vacation leave granted each year which exceeds two (2) times the number of hours in an employee's standard work week, and which was not used by the employee prior to December 31 of the year granted, shall be and will be permanently thereafter defined as cumulative. The employee will be required to take non-cumulative annual vacation leave before December 31 of the year following that in which such leave was earned or forfeit same. If due to a disaster, civil disorder or other declared emergency situation, it would be detrimental to the interest of the City to allow an employee his or her annual vacation leave within the prescribed period the City Manager may allow carry over of annual leave that is impacted by the above.

14.6 Entitlement Upon Retirement or Separation From Service: Prior to retirement or upon separation from service, whether voluntarily or involuntarily, an employee shall, after one (1) year continuous active service, be entitled to vacation leave pay for up to 1500 hours of the unused accrued vacation time. Employees with more than 1500

accrued vacation hours when this rule is amended January, 2007 shall be compensated for excess hours pursuant to Administrative Regulation 1-88.

14.7 Employees may sell back up to 80 hours of vacation leave annually. Employees must notify the City of their intent to sell back hours and the amount of such hours by October 1 of each year and the City will compensate employees for such hours by December 31 of that year.

14.8 Employees are required to use at least 40 consecutive hours of vacation each year. If an employee fails to do so, he/she will forfeit his/her right to sell back vacation leave the following year.

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
Day following Thanksgiving
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 Merit Pay: Attached as Exhibit B is the pay plan for this bargaining unit, which includes the upgrades of numerous bargaining unit positions. On October 1, 2018, any bargaining unit employee who as of September 30, 2018 was paid less than the new minimum for his/her position will move to the new minimum pay for his/her position. All employees other than those employees paid under the new minimum pay for their position as of September 30, 2018 will remain at their current step until their next anniversary date. For the duration of this Agreement, the City will award merit pay increases to employees who are not yet topped out in their respective pay plans on their anniversary dates if the employee is rated as satisfactory or above on his/her annual evaluation in accordance with the City's Civil Service Rules.

16.2 COLAs: Bargaining unit employees who are employed on the following dates will receive a two percent (2%) wage increase on each such date:

- October 1, 2019
- October 1, 2020

16.3 The City's Supplemental Pay Plan applicable to bargaining unit employees is attached hereto as Exhibit C.

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.

ARTICLE 29 - PENSION

29.1 The City will maintain the Clair T. Singerman Employees Retirement System (the "Plan") for employees hired before June 1, 2016 who elected to continue participating in such plan and will continue to participate in the Florida Retirement System ("FRS") for employees hired before June 1, 2016 who elected to participate in FRS and for all employees hired on or after June 1, 2016.

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.

29.4 Should the City agree to any pension changes impacting other members of the Claire T. Singerman Pension Plan, the Union may reopen this Agreement to negotiate like changes.

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, 2021.

Executed on this _____ day of _____, 2018

ON THE PART OF THE UNION:

UNION PRESIDENT

Signature: Gary L. Beswick

Print Name: GARY L. BESWICK

Date: OCTOBER 15, 2018

UNION REPRESENTATIVE

Signature: Larry Coffee

Print Name: Larry D Coffee

Date: 10-12-2018

UNION ATTORNEY

Signature:

Print Name: Richard M. Weiner

Date: Oct. 24, 2018

ON THE PART OF THE CITY:

CITY MANAGER

Signature:

Print Name: Larry Spring

Date: 10/12/18

PERSONNEL DIRECTOR

Signature:

Print Name: JOSEPH ROGLIERI, JR

Date: 10/11/2018

CITY ATTORNEY

Signature:

Print Name: JEFF P. H. CAZEAU

Date: 10/11/2018

SPECIAL COUNSEL TO THE CITY

Signature:

Print Name: Brett Schneck

Date: 11-1-18

EXHIBIT "A"

EMPLOYEE_____ _____ _____
Name Classification Division Head

ACT ARTICLE(S) ALLEGEDLY VIOLATED_____

DATE OF OCCURRENCE_____

STEP II: NATURE OF GRIEVANCE/STATEMENT OF FACTS

ASSOCIATION REPRESENTATIVE'S SIGNATURE_____

EMPLOYEE'S SIGNATURE_____ DATE FILED_____

POLICE CHIEF'S REPLY:

POLICE CHIEF_____ RETURNED_____ GRIEVANT_____
Signature Date Signature

STEP III:
ELECTION OF REMEDY: PROCEED WITH GRIEVANCE PROCEDURE_____

PROCEED WITH OTHER METHOD OF APPEAL_____

EMPLOYEE COMMENTS ON STEP II PROCEDURE:

CITY MANAGER'S REPLY:

CITY MANAGER_____ RETURNED_____ GRIEVANT_____
Signature Date Signature

Exhibit "B"

City of North Miami
IUPA White Collar
Bargaining Units:
Classification and Pay Plan
Effective: October 1, 2018 - September 30, 2019

Class Number	Class Title	Numerical Pay Grade	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
210	ACCOUNT CLERK	21	35,131	52,541
40	ADMINISTRATIVE COORDINATOR	25	42,994	64,085
104	ADMINISTRATIVE SPECIALIST	22	37,065	55,162
708	CITIZENS CRIME WATCH COORDINATOR	18	30,368	45,157
103	CLERICAL TECHNICIAN	18	30,368	45,157
410	CODE COMPLIANCE OFFICER	25	42,994	64,085
100	COMMUNITY PLANNING & DEV. TECHNICIAN	22	37,065	55,162
704	CRIME ANALYST	22	37,065	55,162
706	CRIME SCENE TECHNICIAN	26	45,157	67,350
445	HOUSING INSPECTOR	27	47,486	70,658
438	HOUSING SERVICES AIDE	18	30,368	45,157
305	LIBRARY AIDE I	18	30,368	45,157
310	LIBRARY AIDE II	20	33,426	49,837
409	MINIMUM HOUSING OFFICER	25	42,994	64,085
105	PERMIT PROCESSING COORDINATOR	22	37,065	55,162
120	PERMIT PROCESSOR	20	33,426	49,837
730	POLICE COMMUNICATIONS OPERATOR	25	42,994	64,085
109	POLICE RECORDS TECHNICIAN	19	31,741	47,486
702	PUBLIC SERVICE AIDE	20	33,426	49,837
740	QUARTERMASTER	25	42,994	64,085
127	STOCK CLERK	18	30,368	45,157
125	STOREKEEPER	22	37,066	55,162
121	SWITCHBOARD OPERATOR	18	30,368	45,157
571	UTILITY TECHNICIAN	18	30,368	45,157
124	WEBMASTER (JB) (E)	26	45,157	67,350
112	WORD PROCESSING SPECIALIST	19	31,741	47,486

City of North Miami
IUPA White Collar
Bargaining Units:
Classification and Pay Plan
Effective: October 1, 2019 - September 30, 2020

Class Number	Class Title	Numerical Pay Grade	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
210	ACCOUNT CLERK	21	35,838	53,581
40	ADMINISTRATIVE COORDINATOR	25	43,846	65,374
104	ADMINISTRATIVE SPECIALIST	22	37,814	56,264
708	CITIZENS CRIME WATCH COORDINATOR	18	30,971	46,051
103	CLERICAL TECHNICIAN	18	30,971	46,051
410	CODE COMPLIANCE OFFICER	25	43,846	65,374
100	COMMUNITY PLANNING & DEV. TECHNICIAN	22	37,814	56,264
704	CRIME ANALYST	22	37,814	56,264
706	CRIME SCENE TECHNICIAN	26	46,051	68,702
445	HOUSING INSPECTOR	27	48,422	72,072
438	HOUSING SERVICES AIDE	18	30,971	46,051
305	LIBRARY AIDE I	18	30,971	46,051
310	LIBRARY AIDE II	20	34,091	50,835
409	MINIMUM HOUSING OFFICER	25	43,846	65,374
105	PERMIT PROCESSING COORDINATOR	22	37,814	56,264
120	PERMIT PROCESSOR	20	34,091	50,835
730	POLICE COMMUNICATIONS OPERATOR	25	43,846	65,374
109	POLICE RECORDS TECHNICIAN	19	32,365	48,422
702	PUBLIC SERVICE AIDE	20	34,091	50,835
740	QUARTERMASTER	25	43,846	65,374
127	STOCK CLERK	18	30,971	46,051
125	STOREKEEPER	22	37,814	56,264
121	SWITCHBOARD OPERATOR	18	30,971	46,051
571	UTILITY TECHNICIAN	18	30,971	46,051
124	WEBMASTER (JB) (E)	26	46,051	68,702
112	WORD PROCESSING SPECIALIST	19	32,365	48,422

City of North Miami
IUPA White Collar
Bargaining Units:
Classification and Pay Plan
Effective: October 1, 2020 - September 30, 2021

Class Number	Class Title	Numerical Pay Grade	Minimum Pay Rate (Annual)	Maximum Pay Rate (Annual)
210	ACCOUNT CLERK	21	36,546	54,662
40	ADMINISTRATIVE COORDINATOR	25	44,720	66,685
104	ADMINISTRATIVE SPECIALIST	22	38,563	57,387
708	CITIZENS CRIME WATCH COORDINATOR	18	31,595	46,966
103	CLERICAL TECHNICIAN	18	31,595	46,966
410	CODE COMPLIANCE OFFICER	25	44,720	66,685
100	COMMUNITY PLANNING & DEV. TECHNICIAN	22	38,563	57,387
704	CRIME ANALYST	22	38,563	57,387
706	CRIME SCENE TECHNICIAN	26	46,966	70,075
445	HOUSING INSPECTOR	27	49,400	73,507
438	HOUSING SERVICES AIDE	18	31,595	46,966
305	LIBRARY AIDE I	18	31,595	46,966
310	LIBRARY AIDE II	20	34,757	51,854
409	MINIMUM HOUSING OFFICER	25	44,720	66,685
105	PERMIT PROCESSING COORDINATOR	22	38,563	57,387
120	PERMIT PROCESSOR	20	34,757	51,854
730	POLICE COMMUNICATIONS OPERATOR	25	44,720	66,685
109	POLICE RECORDS TECHNICIAN	19	33,030	49,400
702	PUBLIC SERVICE AIDE	20	34,757	51,854
740	QUARTERMASTER	25	44,720	66,685
127	STOCK CLERK	18	31,595	46,966
125	STOREKEEPER	22	38,563	57,387
121	SWITCHBOARD OPERATOR	18	31,595	46,966
571	UTILITY TECHNICIAN	18	31,595	46,966
124	WEBMASTER (JB) (E)	26	46,966	70,075
112	WORD PROCESSING SPECIALIST	19	33,030	49,400

Exhibit "C"

NORTH MIAMI
FLORIDA

EXHIBIT C
SUPPLEMENTARY COMPENSATION PROVISIONS
EFFECTIVE: 10/01/2018 THRU 09/30/2021

SECTION A.

LEADWORKER PAY: Assignment as Leadworker.

- $.20 hourly

SECTION B.

CERTIFICATE PAY:

Employees will be eligible for certification/license pay immediately in the following situations:

- **If the certification/license costs the city $300.00 or less.**
- **If the employee pays for the certification/license out of pocket.**

Employees will be eligible for certification/license pay in 2 years from earning the certification/license in the following situations:

- **If the certification/license costs $300.00 or more and the city pays for it.**

1. AICP Certification

   Community, Planning & Development employees who possess an AICP Certificate approved by the American Planning Association. Approval required by both the Personnel Director and City Manager.

   - 5% of base pay

2. Backflow Certification

   Public Works employees assigned to the Water & Sewer Division who possess a Backflow Certification. Approval required by both the Public Works Director, Personnel Director, and City Manager.

   - $1.00 hourly of base pay

3. Building Inspectors (Suspended until further notice)

   Building Inspectors holding up to four (4) additional certificates, other than in required area of specialization, such as: Electrical, Roofing, Mechanical, General Building, Plumbing. Payment is subject to the approval of the Community Planning & Development Director and the Personnel Administration Director.

   - 5% for each Certificate (up to two (2) Certificates)
   - 2.5% for each additional Certificate

EXHIBIT C
SUPPLEMENTARY COMPENSATION PROVISIONS
EFFECTIVE: 10/01/2018 THRU 09/30/2021

4. City Engineer, Asst. Public Works Director, Asst. CP&D Director
   General Contractor pay for possession and maintenance of General Contractors' License for the City or Building Official Administrator.
   - 5% of base pay

5. Certified Leisure Professional
   Recreation Leader IIs, Recreation Supervisors, Recreation Superintendents, and Parks and Recreation Specialists who possess a Certified Leisure Professional Certificate approved by the Florida Recreation and Park Association and accepted and recognized by the National Recreation and Park Association.
   - $1.00 hourly

6. Certified Public Accountant Pay
   Any employee in a position where possession of a CPA license would be valuable to the City. Approval required by both the Personnel Director and City Manager. License required as part of job description are not eligible for extra pay.
   - 5% of base pay

7. Certified Public Pension Trustee Pay
   Any Pension Board Employee who holds this certification and continues to serve on the board. Approval required by both the Personnel Director and City Manager.
   - $1.00 hourly

8. Certified Public Procurement Buyer (CPPB)
   Any Purchasing Department employee who becomes a Certified Public Procurement Buyer. Approval required by both the Personnel Director and City Manager.
   - $1.00 hourly

9. Certified Public Procurement Officer (CPPO)
   Any Purchasing Department employee who becomes a Certified Public Procurement Officer. Approval required by both the Personnel Director and City Manager.
   - $5% of base pay

10. FACE Certification Pay
    Code Compliance Officers and Code Administrator/Manager and Minimum Housing Officers holding Florida Association of Code Enforcement certificates as follows:
    - $0.50 hourly per FACE Certificate Level I, II, and/or III (up to 2 certificates for a maximum of $1.00/hour)

NORTH MIAMI
FLORIDA

EXHIBIT C
SUPPLEMENTARY COMPENSATION PROVISIONS
EFFECTIVE: 10/01/2018 THRU 09/30/2021

11. Fleet Mechanics

    Fleet Mechanics holding up to six (6) A.S.E. Certificates in a required area of specialization, may receive additional compensation. Payment is subject to the approval of the Public Works Director, Personnel Administration Director, and City Manager.

    - $0.25 hourly per A.S.E. Certificate (up to six (6) Certificates)

12. Public Human Resources Professional Certification Pay

    Personnel Department employees who possess a HR Professional Certification. Approval required by both the Personnel Director and City Manager.

    - 5% of base pay

13. Municipal Clerk Certification Pay

    Deputy City Clerk holding Municipal Clerk Certificate.

    - $1.00/hour

14. Professional Certification Incentive Pay

    Pay adjustment authorized by the City Manager in recognition for achievement of special certification or professional achievement in their field or in a desired area of specialization. Certificates required as part of job description are not eligible for Professional Certification Incentive Pay.

    - Up to $1.00/hour

15. Storm Water Technician Certificate Pay

    Public Works employees assigned to the Storm Water Division holding ONE certificate as follows:

    - 2.5% of base pay - "C" Certificate OR
    - 5.0% of base pay - "B" Certificate OR
    - 7.5% of base pay - "A" Certificate

16. Water Distribution System Operator License

    Public Works employees assigned to the Water & Sewer Division holding ONE certificate as follows:

    - 7.5% of base pay - "C" Certificate OR
    - 10% of base pay - "B" Certificate OR
    - 15% of base pay - "A" Certificate

17. Water Plant Operators

Water Plant Operators, Water Plant Coordinators, Water Plant Supervisor, Water Plant Superintendent, and Chemist holding the State Health Department Certificates assigned to Plant Operation.

- 7.5% of base pay - "C" Certificate OR
- 10% of base pay - "B" Certificate OR
- 15% of base pay - "A" Certificate

18. Victim Services Practitioner Certification Pay
    - $.75/hourly

SECTION C.

NIGHT SHIFT DIFFERENTIAL:

1. Motor Pool
   General Maintenance Workers, Fleet Mechanic Trainees, Fleet Mechanic's Aides and Fleet Mechanics assigned to night duty at the Motor Pool.
   - $.20 hourly

2. Water Plant
   Water Plant Operator Trainees, and Water Plant Operators assigned to night duty.
   - $.20 hourly

SECTION D.

ASSIGNMENT PAY:

1. Certified Pesticide Applicator Differential
   Parks employees holding the State of Florida Department of Agriculture and Consumer Service Ornamental and Turf and Right-of-Way restricted pesticide applicator's license. Only one employee at a time shall receive an additional 5% of base pay on a daily basis when assigned to pesticide application for any portion of a day
   - 5% of base pay/daily

2. City Manager Office
   One (1) employee assigned on a regular basis to perform office assistance to the City Manager
   - 5% of base pay

NORTH MIAMI
FLORIDA

EXHIBIT C
SUPPLEMENTARY COMPENSATION PROVISIONS
EFFECTIVE: 10/01/2018 THRU 09/30/2021

3. Construction Equipment Operation (Public Works)
Heavy Equipment Operators assigned to operate designated heavy motorized construction equipment such as backhoe, crane truck and heavy front-end loader on a regular basis (majority of work week.)
- 5% of base pay

4 Disaster Reporting Oversight
One employee may be assigned the responsibility of working with FEMA/State and other agencies to compile information and reports after a declared disaster. Supplemental pay will be in effect until all audits are completed. FEMA/State shall reimburse the city for the administrative costs related to the disaster.
- 10% of base pay

5 Facility Maintenance Supervisor
One (1) Facility Maintenance Supervisor assigned on a regular basis to perform supervisory duties.
- 5% of base pay

8. Temporary Supervisor Assignment Pay
For a department that does not have an Assistant Director, Manager, Manager I or Administrator. When a non-supervisory employee is assigned supervisory duties during a department reorganization period and the employee is not eligible for out-of-class pay, one employee may receive a 5% supplement for up to 6 months during reorganization. The department may have this supplement one time only during reorganization.
- 5% of base pay

SECTION E.

TOOL ALLOWANCE:

1. Fleet Supervisors, Fleet Mechanics, and Fleet Mechanic Trainees
- $300.00 yearly

2. Fleet Mechanic's Aide
- $100.00 yearly

SECTION F.

1. Out of Classification Pay
Any employee (with the exception of Bargaining Unit members) designated by his Director and required to perform work normally assigned to a higher classification

than their own for periods of at least three (3) consecutive work days shall be compensated at 5% above current base pay for such period. Under no circumstances will holidays, vacation, sick leave, birthday, jury duty, etc. count toward the three (3) day period.

2. When Department Heads are absent for a period of at least three (3) consecutive work days, the next employee in line and so designated by the appropriate Department Head or City Manager shall be compensated at 10% above current base pay for such period. This shall not hold true for employees formally recognized as second-in-command (ADH) in such classifications as: Assistant Information Technology Manager , Assistant Finance Director, Assistant Library Director, Assistant MOCA Director, Assistant Parks & Recreation Manager, Assistant Personnel Administration Manager, Assistant Public Works Director, Assistant Community Planning and Development Manager, Deputy City Manager, Deputy City Attorney, Deputy City Clerk, and Assistant Police Chief, as well as other such appropriate classifications which recognize acting Department Head responsibilities in the class specifications.

SECTION G.

ON CALL: Any employee with the exception of Police Officers and Police Sergeants, who is not considered job basis, and is required to be on call and available to report to work in the event of an emergency will be compensated $10.00 per day. In the event any employee is called and reports to work due to such an emergency, the $10.00 will be applied towards the overtime worked; an employee required to be on call on a holiday will receive $10.00 for the day and all other provisions concerning this section will apply.

SECTION H.

JOB BASIS: Any employee in a position whose classification is designated as JB (job basis) in the classification and pay plan shall receive additional compensation equal to 2-1/2% of any such employee's base pay. All such salaried employees shall be exempt from receiving overtime pay.

SECTION I.

SERVICE WORKER: Service connected disability retirement recipients, re-employed in the capacity of service worker, are paid at a rate equivalent to 90% of their regular rate of compensation earned at time of disability; as provided in Ordinance 691.

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SECTION J.

TRAINEE STATUS:
Any employee appointed to fill a classified position in the capacity of a trainee, must meet the majority of established eligibility criteria for the regular classification. Compensation for a trainee shall be no more than three (3) pay grades below the minimum rate of pay for the regular classification. Trainees shall remain on probation until they meet established eligibility criteria for the classification and not be entitled to receive merit increases.

SECTION K.

1. **Overtime Pay**
All non-salaried, hourly employees in the classified service whose classifications are so designated in the classification and pay plan shall be compensated at a rate of one and one-half (1-1/2) times their normal hourly rate under the following conditions:

   A) For time actually worked in excess of forty (40) hours in with-pay status per week.

   Nothing herein shall require the payment of time and one-half unless a substantial amount of time is worked in excess of the normal workday. For the purpose of definition, a substantial amount of time shall be considered any period of time of fifteen (15) minutes or more.

   The assignment of overtime work is on an involuntary basis and any employee refusing assignments of such work is subject to disciplinary action as deemed appropriate by the appointing authority.

2. Classified non-salaried, hourly employees who work on a holiday shall be compensated at the overtime rate for hours actually worked.

   Such overtime pay must be certified by the appointing authority as necessary work performed in the public interest.

3. The following classifications in the unclassified and classified service are designated as salaried, are excluded from provisions of this section and shall not be entitled to overtime.

   Such classifications are executive, administrative or professional as defined within the Fair Labor Standards Act and exempt from the overtime provision of the act:
   - City Manager (CM)
   - Deputy City Manager (DCM)

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- Department Heads (DH), Manager
- Assistant Department Heads and Classifications Designated as Acting Department Heads (ADH)
- All Salaried Classifications Designated As Exempt (E) and/or Job Basis (JB)

SECTION L.

RECALL PAY: A non-salaried hourly employee who is recalled to work at a time other than his or her scheduled work shift shall be paid for a minimum of two and one-half (2-1/2) hours, at the rate of one and one-half (1-1/2) times his or her straight time hourly rate, or for the period of time actually worked, whichever is greater.

A non-salaried hourly employee performing work, which is continuous with his or her scheduled work shift, shall receive overtime pay and the minimum two and one-half (2-1/2) hours recall pay will not apply.

For purposes of definition, for Section "M", continuous work shall indicate that a period of time of fifteen (15) minutes or more has not elapsed between the beginning or end of an employee's regular work shift and the time the employee is required to work overtime.

Police Officers/ Sergeants, blue and white collar employees must refer to their Collective Bargaining Agreements.

SECTION M.

COURT TIME - See current Collective Bargaining Agreements.

SECTION N.

HOLIDAYS: The following holidays and their respective designated dates are hereby authorized for the employees of the City of North Miami, Florida. A holiday which falls on a Saturday is observed the preceding Friday; a holiday which falls on a Sunday is observed the following Monday:

Holidays

Veterans Day	Employee's Birthday:	Employee's Birth Date Subject to Prior Department Approval.
Thanksgiving Day		
Thanksgiving Friday	Two (2) Floating Holidays:	The Employee's Option Subject to Prior Department Approval.
Christmas Eve (OLV)		

Christmas Day
New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Independence Day
Labor Day

Note: Supplementary Compensation Provisions of the Pay Plan are policies and procedures regulating pay and benefits for employees unless otherwise noted in Collective Bargaining Agreements.

PROMOTIONAL PAY INCREASE

When a non-union employee is promoted to a classification with a higher paygrade, the equivalent of one-step increase shall be provided if the promotional classification is one or two paygrades higher than the current classification held. If the promotional classification is three or more paygrades higher than the current classification held, the equivalent of a two-step increase shall be provided. No additional step increase shall be allowed unless authorized by the City Manager. Union employees promoted to a union position shall continue to receive the equivalent of a one-step increase. Promotional step must be a minimum of step 1 in the paygrade, unless being promoted to a Trainee position.

SECTION O.

8. Temporary Supervisor Assignment Pay

For a department that does not have an Assistant Director, Manager, Manager I or Administrator. When a non-supervisory employee is assigned supervisory duties during a department reorganization period and the employee is not eligible for out-of-class pay, one employee may receive a 5% supplement for up to 6 months during reorganization. The department may have this supplement one time only during reorganization.

- 5% of base pay

TEMPORARY SUPPLEMENTAL PAY

Supervisory employees assigned on a temporary basis to a new position with additional supervisory duties may receive 5% supplemental assignment pay, if authorized by the City Manager. This is in addition to any pay grade step increase provided. When assignment ends and employee returns to previous position, temporary supplemental assignment pay will be terminated.

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STEP IN GRADE

At the City Manager's discretion, an increase to a higher step within the current pay grade may be granted to an employee based on additional duties assigned.

CERTIFICATION/LICENSE AGREEMENT

When the City pays for employees to earn the certification/licenses listed below, employee must sign an agreement committing to remain in employment with the City for a period of not less than two years after completion of certification training. If employee resigns within two years, the City reserves the right to require reimbursement for the full cost of tuition, certification fees, and other expenses. Funds will be withheld from employee's final pay.
City Engineer (General Contractor's license)
Code Compliance Officer (FACE certification)
Water Plant Operator (Water Plant Operator Certification)
Police Officer (FDLE law enforcement certification)