

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE BROWARD COUNTY PBA
&
CITY OF MIRAMAR

October 1, 2018 through September 30, 2021

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Attachment "A" - New Step Plan

ARTICLE 1
RECOGNITION

1.1: The CITY hereby recognizes the POLICE BENEVOLENT ASSOCIATION OF BROWARD COUNTY (P.B.A.) as the exclusive collective bargaining representative for those "public employees" employed as sworn police officers in the bargaining unit certified by the Public Employees Relations Commission ("Commission") in Certificate No. 914, as follows:

INCLUDED: Police Officers & Police Sergeants.

EXCLUDED: Any civilian employees of the Police Department: Police Captains, Police Majors, Assistant Chief and the Chief of Police.

1.2: In recognition of the provisions of Article 1, Section 6 of the Florida Constitution and pursuant to the requirements of Chapter 447, Florida Statutes, the CITY recognizes the PBA as the exclusive bargaining agent for all members of the bargaining unit with respect to wages, hours and terms and conditions of employment. It is not the intent of the parties to change the bargaining unit as certified by the commission by changing the reference from "Patrolmen" to "Police Officer".

ARTICLE 2
DEFINITIONS

- 2.1. **BASIC PAY RATE:** The rate of pay for the employee's current grade and step exclusive of all extra payments, such as education supplements and state supplements for qualifications. See Attachment "A".
- 2.1(a). **ADJUSTED HOURLY PAY RATE:** will be base pay rate inclusive of shift differential, assignment pay, and longevity.
- 2.2. **NON-CERTIFIED POLICE OFFICER:** Any employee who has not satisfied the requirements of the State of Florida Police Standards and Training Commission and is not vested with the power of arrest.
- 2.3. **POLICE OFFICER:** A full time employee having arrest powers who has satisfied the requirements of the State of Florida Police Standards and Training Commission, as they shall from time to time be amended.
- 2.4. **PROBATIONARY PERIOD:** A period of one year from the date of certification, or one year from the date of certification plus any extension thereof not to exceed six months, or a period of one (1) year after appointment of a police officer to the rank of Sergeant
- 2.5. **WORK PERIOD:** Forty hours within a calendar workweek.
- 2.6. **TIME AND ONE-HALF RATE:** One and a half (1.5) times the employee's adjusted hourly pay rate.
- 2.7. **DOUBLE TIME:** Two (2) times the employee's adjusted hourly pay rate.
- 2.8. **DOUBLE TIME AND ONE HALF:** Two and a half (2.5) times the employee's adjusted hourly pay rate.
- 2.9. **WORKED HOLIDAY:** A contractually designated holiday in which the employee has worked a regularly assigned shift. The 24-hour period for a holiday is considered to begin at 12:00 am the day of the holiday and to end at 11:59 pm on the night of the holiday. Any shift, which begins in that period, is considered to fall on a holiday.

- 2.10. **OVERTIME RATE:** One and one-half (1.5) times the employee's adjusted hourly pay rate.
- 2.11. **DEPARTMENTAL SENIORITY:** An employee's continuous accumulated paid service with the City of Miramar Police Department ("Department") computed from the date of hire as a Police Officer or Police Sergeant as indicated in department personnel records.
- 2.12. **CLASSIFICATION SENIORITY:** An employee's continuous accumulated paid service with the Department computed from the effective date of the employee's appointment to a Police Officer or Police Sergeant.
- 2.13. **EMPLOYEE:** The bargaining unit members identified in Article 1.
- 2.14. **ANNIVERSARY DATE:** An employee's date of hire or, in the event of a promotion, the date of promotion.

ARTICLE 3

SALARIES AND WAGES

3.1: Effective October 1, 2018, the following mutually agreed pay provisions will commence for the term of this agreement:

- 1:** This Section addresses October 1st, 2018, through September 30th, 2019:
 - A:** Effective October 1st, 2018, each Bargaining Unit Member will receive a one-time lump sum equivalent to 2% of base salary.
 - B:** All Bargaining Unit Members will receive their normal Step Raise either on their hire date or promotion date.
 - C:** The pay provisions in #1 will be paid within 60 days of ratification of this agreement.
- 2:** This Section addresses October 1st, 2019, through September 30th, 2020:
 - A:** Effective October 1st, 2019, each Bargaining Unit Member will receive a one-time lump sum equivalent to 2% of base salary.
 - B:** All Bargaining Unit Members will receive their normal Step Raise either on their hire date or promotion date.
 - C:** The pay provisions in #2 will be payable the first full pay period after 10/01/2019.
- 3:** This Section addresses October 1st, 2020, through September 30th, 2021:
 - A:** Effective October 1st, 2020, each Bargaining Unit Members will receive a 2.5% Cost of Living Adjustment (COLA) to their rate of pay (Step) in Attachment "A".
 - B:** All bargaining Unit Members will receive their normal Step Raise either on their hire date or promotion date.
 - D:** The pay provisions in #3 will be effective 10/01/2021.

3.2: Longevity Incentive – Each employee shall receive a longevity adjustment as follows:

After 13th year: 2%
After 15th year: 2%

3.3: Shift Differential

- 1: All non-probationary Police Officers and all Police Sergeants working three quarters (3/4) of their shift after 8:00 a.m. shall receive 8% above base pay. Upon the ratification of this Agreement by both parties, bargaining unit members working three quarters (3/4) of their shift after 2:00 p.m. shall receive 9% above base pay. Employees working three quarters (3/4) of their shift after 8:00 p.m. shall receive 10% above base pay.
- 2: Probationary Police Officers will be paid 9% shift differential.

3.4: Promotions

- 1: In the event of a promotion, an employee will be placed in the minimum pay rate classification within the Sergeants' Step pay plan, which provides at least a 5.0% increase, in his/her present salary.
- 2: A promoted employee shall serve a one (1) year probationary period at his/her new job classification. The one (1) year evaluation shall be used only for the determination of the employee's performance and shall not be construed that an employee shall receive any kind of salary increase.

3.5: Demotions

An employee who has been demoted for cause shall be placed at the closest step that would result in a fifteen percent (15%) reduction in his/her current salary.

3.6: Salary Ranges

All employees covered by this Agreement, shall receive the minimum salary range specified in the Step Pay Plan, for their appropriate position classification upon his/her original appointment.

3.7: Financial Emergency Reopener

- 1: The parties recognize that local government finances are seriously threatened by legislative proposals under discussion while this contract is being negotiated. Further, depending on the outcome of actions by the State, as well as any follow up court decisions or election outcomes, the parties appreciate that the disruptions which could occur will have a detrimental impact on the conduct of local government affairs throughout the State, including the City of Miramar. Finally, both parties desire to proceed with a fair and reasonable collective bargaining agreement which serves the needs of the City and the PBA for the

long term.

- 2: Therefore, the parties agree, that notwithstanding other portions of this contract, should the City Manager declare there to be a state of financial emergency in the City, any prospective pay provisions of this agreement shall be subject to reopening and renegotiation. However, no such reopening or renegotiation shall impact any pension changes to which the parties have agreed.

ARTICLE 4
HOLIDAYS

- 4.1: All employees covered by this Agreement shall be privileged to observe the following holidays: Christmas Day; New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Employee's Birthday; Five Floating Holidays.
- 4.2: Any employee who works their full shift on a holiday specified in this section, the employee shall receive his/her regular adjusted hourly rate of pay, plus pay equivalent to one and one-half (1 ½) times his/her adjusted hourly rate of pay for actual hours worked.
- 4.3: Each employee shall receive five floating holidays to be selected at the option of the employee with the consent of the Police Chief or his designee, which consent will not be unreasonably withheld. To be eligible for a floating holiday, an employee shall request the day off, one week in advance, by completing a Leave Request Form.
- 4.4: If a holiday falls on an employee's off-duty day or a during a vacation period, the employee will be paid his/her adjusted hourly pay rate at regular time for that holiday or be given an additional day off in lieu thereof, by taking that holiday in compensatory time.
- 4.5: An employee scheduled to work on a holiday beyond normal quitting time shall be compensated at the holiday pay rate for all hours worked.
- 4.6: Floating holidays are to be used in the fiscal year they are accrued. In the event the floating holidays are not used by an employee during the fiscal year, they shall not be carried over to the next fiscal year.
- 4.7: The Police Chief (or his/her designee) shall have the sole discretion to determine the necessary staffing levels for specialized units other than the patrol division on the following holidays: New Year's Day, Thanksgiving Day, Labor Day and Christmas Day. As designated by the Police Chief (or his/her designee), employees may be required to work in an assignment, or take the

holiday off, but the member must be notified at least 28 days in advance of any change in his/her work schedule.

- 4.8: The employee's Birthday Holiday is to be used on their actual Birthday. If their Birthday Holiday falls on a day off or vacation period - See 4.4.

ARTICLE 5

WORK WEEK AND OVERTIME

- 5.1: Forty (40) hours shall constitute a normal work week for employees covered by this Agreement. Nothing herein shall guarantee any member payment for a forty (40) hour work week unless the member actually works for forty (40) hours or the actual hours worked and the authorized compensated leave shall mean leave compensated under the provisions of this collective bargaining agreement, i.e. sick days, vacation time, holidays, compensation time, educational leave.
- 5.2: Hours of work in excess of an employee's scheduled work shift will be compensated at one and one half (1.5) times the employees' adjusted hourly rate of pay. Overtime will not be calculated for any period under fifteen (15) minutes on a daily or weekly basis.
- 5.3: In the computation of work hours constituting the normal work period and/or overtime hours, time spent on private duty details shall not be included.
- 5.4: If an employee covered by this Agreement is called into work, 60 minutes prior to their normal working hours, the employee shall receive a minimum of three (3) hours pay at time and one-half of his/her adjusted hourly rate of pay. Or, at the discretion of the employee, the equivalent in compensatory time so long as said compensatory time is issued and taken in accordance with the Federal Fair Labor Standards Act in effect during the length of this Agreement.
- a) If an employee covered by this Agreement is called back to work 15 minutes after their normal quitting time, the employee will be compensated by a three (3) hour minimum call back. Or, at the discretion of the employee, the equivalent in compensatory time so long as said compensatory time is issued and taken in accordance with the Federal Fair Labor Standards Act in effect during the length of this Agreement.

- 5.5: The department will establish the hours of work best suited to meet the needs of the City to provide superior service to the community.
- 5.6: When organizationally feasible, each employee covered by this Agreement will receive consecutive days off.
- 5.7: Bargaining unit employees shall be given twenty-eight (28) days' notice of any change in their regular work schedule except in those cases where an emergency exists.
- 5.8: The PBA recognizes that from time to time the Police Department will not receive notice of additional staffing needs by other entities, and will be required to change work schedules without the 28-day notice. If 28 days' notice could not have been given, the Department will be permitted to change work schedules without the 28-day notice. However, in no case, except emergencies, will the Department/City change work schedules without a minimum 7 days' notice, unless employees are paid at the overtime rate.
- 5.9: Employees shall be permitted to request fixed shift assignments based upon seniority, which requests shall receive consideration by the Chief of Police (or his/her designee) along with other needs of the department in scheduling shift assignments.
- 5.10: Normal patrol force staffing levels will be maintained during holidays.
- 5.11: Compensatory time may be accumulated in lieu of direct cash overtime payment on the basis of time and one half in an amount not to exceed four hundred eighty (480) hours.

ARTICLE 6
OFF DUTY COURT APPEARANCES

- 6.1: Employees shall be guaranteed a minimum of three (3) hours overtime pay at one and one-half (1.5) times their adjusted hourly pay rate for necessary off- duty work related court appearances required by court order or quasi-judicial and administrative hearings, concerning pending criminal, civil, administrative or traffic cases. Pay for witness fees shall be returned to the CITY. Employees may be permitted to take compensatory time for off-duty court appearances.
- 6.2: On-call or stand-by time shall not be compensable under any circumstances or be included in the calculation of the three (3) hour minimum court appearance authorized by Article 6, Section 1 hereof.
- 6.3 Off duty court appearances during any of the observed holidays shall be compensated at double time and a one half their adjusted rate of pay.
- 6.4 Employee shall be required to coordinate any required court appearance, as defined by Article 6, Section 1, through the departmental liaison.

ARTICLE 7

SENIORITY

- 7.1: Departmental seniority shall consist of continuous accumulated paid service with the City, and shall be computed from the date of hire within the Police classification. Seniority shall accumulate during absence because of illness, injury, vacation, military leave, or other authorized leave.
- 7.2: Seniority shall govern the following matters:
- a) Vacations for each calendar year shall be drawn by employees on the basis of departmental seniority preference.
 - b) In the event of a reduction in force or a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any member who is to be laid off who has advanced to a higher permanent classification from a lower classification in the same department may return to the lower classification in the bargaining unit. Seniority in the lower classification shall be established according to the date of permanent appointment to that classification and the member in the classification with the least seniority shall be laid off. Members shall be called back from layoff according to the seniority in the classification from which the member was laid off.
- 7.3: No new employee shall be hired in any classification until all members of the police force on layoff status in that classification have had an opportunity to return to work, provided that individual maintains reasonably the same physical condition as on the date of layoff and remains otherwise qualified for the position. In the event an employee was demoted due the reduction in the number of positions in a classification, and the number of positions in that classification is increased in the future, the demoted employee, based on seniority, shall be promoted back to the old position.
- 7.4: The term "classification" has been used above in regard to layoffs, etc. The definition of the term "classification" means job classification such as Police Officer, or Sergeant, and not job assignment such as Detective, SRO or whatever other assignments may come up from time to time.

ARTICLE 8
VACATIONS

8.1: Paid vacation time shall accrue at the following schedule:

<u>Years of Service</u>	<u>Hours Per year</u>
Less than 4 years	80
4 to 10 years	120
Greater than 10 to 20 years	160
Over 20 years	200

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

<u>Years of Service</u>	<u>Hours Per year</u>
Less than 4 years	80
4 to 10 years	120
Greater than 10 to 20 years	160
Over 20 years	200

8.3: Credits will be accumulated from January 1 through December 31. The City Manager may waive the carryover limitation of vacation leave carried over to the following year when an emergency or unusual circumstance arises where an employee is unable to take his/her earned vacation leave.

8.4: Vacation leave for new employees will begin to accrue from the first month of employment. However, new employees will not be eligible to take accrued vacation leave until they have been in the employ of the City for three (3) consecutive months. Vacation time can be taken in increments of one (1) hour at a minimum subject to the approval of the Police Chief (or his/her designee), which must be requested by the employee at least five (5) days prior to the start of the request. The Police Chief (or his/her designee) may waive the five (5) day requirements depending on the circumstances.

- 8.5: Any unauthorized absence will be without pay and the employee may be subject to disciplinary action.
- 8.6: Employees shall be permitted to take vacation leave as approved by the Police Chief (his/her designee) or his duly authorized representatives. All requests except as provided herein, shall be requested via the timekeeping system and approved by the supervisor.
- 8.7: Employees shall, under no circumstances, be allowed to use sick leave for vacation leave except as provided in Section 8 of Article 8 or Article 11 Sections g and h.
- 8.8: An employee who becomes seriously ill or injured on vacation may request that sick leave be substituted for annual leave while under the care of a physician. Such requests must be certified by the physician in writing.
- 8.9: Vacation leaves already approved may be canceled or postponed by the Police Chief (his/her designee) or his/her duly authorized representative or the City Manager in cases of emergency wherein subject employee's services are deemed necessary for public interest.
- 8.10: An employee who has resigned, and who has been employed for at least one month, shall be entitled to and shall be paid or given leave for all accrued vacation leave, providing that the employee gives two (2) weeks' notice.

ARTICLE 9
MEDICAL EXAMINATIONS

9.1: Annual Medical Examination

The City agrees to provide a medical examination for those employees who request one as follows:

- a) For employees over the age of forty on an annual basis.
- b) For employees under the age of forty every three years.
- c) The cost of the medical examination reimbursement shall not exceed \$250.00
- d) The medical examination shall consist of routine medical examination, urinalysis, EKG, standard blood tests (as examples), and may include other tests deemed appropriate by the physician.

9.2: Physical Appearance: All members of the bargaining unit shall be required, at all times, to maintain a physical appearance and professional demeanor in accord with the position.

9.3: Medical Examinations

- a) All employees of the City, at any time during their period of employment may be required to undergo psychological or medical examinations, in order to determine if they are mentally and physically fit for the position in which they are employed. The City may require an annual physical.
- b) All psychological or medical examinations requested by the City shall be at no expense to the employee. Refusal to submit to such examinations is grounds for disciplinary action.
- c) All required tests shall be first approved by the City.
- d) The PBA will cooperate fully with the City's disease management and health and wellness efforts in order to maintain and enhance a work environment where employee health will be highlighted and where there will be a reduced likelihood of future chronic illnesses and unscheduled absences.

ARTICLE 10

**UNIFORMS, MAINTENANCE ALLOWANCE,
AND DAMAGED EQUIPMENT REPLACEMENT**

10.1: Any employee covered by this agreement who sustains damage to his or her personal property in the line of duty may request reimbursement from the City in an amount up to, but not more than \$200.00, or the actual repair cost or value of the damaged property, whichever is less. The parties recognize that this section is intended to be utilized to reimburse employees covered by this agreement for damage to their personal property as opposed to negligent or careless loss thereof or improper use of such equipment. The parties further recognize that the payments made for uniform maintenance allowance are intended to reimburse employees covered by this agreement for the cost of maintaining personal property such as weapons, clothing, etc. and that no claim should be made for reimbursement for damage that occurs to such items.

- a) Personal Property consists of the following: watches, flashlights, prescription glasses, and non-prescription sunglasses.
- b) Non-prescription sunglasses will be reimbursed up to \$100.00.

10.2: Employees shall be paid the following amounts for uniform maintenance and plain- clothes maintenance.

<u>Type</u>	<u>Amount</u>
Uniform Officer	\$300 (\$150 on Oct. 1 st and \$150 on April 1 st)
Plain Clothes	\$600 (\$300 on Oct. 1 st and \$300 on April 1 st)

No employee may receive both allowances for the same period of time. The City may opt to incorporate uniform allowances into regular paychecks.

10.3: The City will also replace uniform issued shoes, leather, and nylon gear required to be worn by the employees when such shoes, leather, and nylon gear become unserviceable in accordance with Departmental Standards.

- 10.4: The City agrees to provide a body armor vest to all employees covered by this Agreement. Body armor will be replaced when it becomes unserviceable or at the end of its manufacturer recommended useful life. Employees will be required to turn in old body armor to the Police Department.

ARTICLE 11

SICK LEAVE

11.1: Sick leave will be granted to those employees not able to render service to the CITY because of illness or disability, (except that paid by Workers' Compensation), quarantine or where the nature of the illness in the home is so contagious or infectious that it would endanger the health of other employees and the public.

11.2: Utilization of sick leave shall be subject to the following provisions:

- a)** All employees will accumulate sick leave at the rate of ten (10) hours of sick leave for each calendar month of full service. Employees must work at least one (1) day during the month in order to accumulate sick leave, unless the absence is due to vacation. Sick leave for new employees will begin to accrue from the first month of employment; however, new employees will not be eligible to take accrued sick leave until they have been in the employ of the City for three (3) consecutive months. There shall be no limit on the amount of accumulation, except for pay out purposes.
- b)** Sick leave shall be paid on the first day of illness to any eligible employee having sick leave accumulated. When said absence is for more than three (3) days, the employee concerned, in order to receive compensation, may be required to file with the Department Head on return to duty, a certificate from a registered physician or from a recognized clinic, to the effect that said employee was unable during the period of said absence to perform the duties thereof. Unexcused absences, because of alleged illness, shall be charged against the employee's annual vacation.
- c)** When an employee is absent due to illness, a report will be made to the supervisor at the start of the working shift. Upon return to work, the employee must fill out a Leave Request Form with the necessary information and submit to the Human Resources Department. Failure to report such illness will result in absence without pay and may result in disciplinary action up to and including dismissal.
- d)** Compensation for sick leave will be paid at the employee's adjusted hourly pay rate for each hour of work the employee is absent.

- e) An employee returning from sick leave after a three (3) day leave may be required to have certification that he or she is capable of performing his or her duties and will not jeopardize the well-being or health of the public or the CITY'S employees.
- f) Upon retirement, resignation with two (2) weeks' notice and layoff's accumulated sick leave will be transferred into the terminal leave account on the basis of the following schedule:

<u>Years of Service</u>	<u>Percent of Sick Leave Paid</u>
0 – 10 Years	0%
10 – 20 Years	*50%
Over 20 Years (or upon normal retirement)	*100%

<u>Percent of Sick</u>	<u>Leave Paid</u>
Over 20 Years (or upon normal retirement)	*100%

*No employee will be allowed to transfer more than 1200 hours of sick leave.

Accumulated sick leave percentage will be transferred based on the closest year. For the purpose of this subsection, "resign" shall also mean the death of the employee.

- g) After an employee has accumulated two hundred (200) hours of unused sick leave, forty (40) hours of his/her unused sick leave may be added to his/her vacation time.
- h) Up to forty (40) hours of sick time a year may be used for sickness in the employee's family.

ARTICLE 12
PAYROLL DEDUCTIONS

- 12.1: Upon the written authorization of any employee covered by this AGREEMENT, the CITY agrees to deduct from the wages of that employee the amount certified by the PBA to be lawful union dues. No authorization shall be permitted for the payment of initiation fees, special assessment or fines.
- 12.2: Employees wishing to have union dues deducted and remitted to the PBA shall first execute a written assignment in the form prescribed by the CITY and shall present such written assignment to the CITY. Such written assignment shall be revocable at the employee's will upon thirty (30) days written notice to the CITY.
- 12.3: The employee's earnings must be regularly sufficient, after other legal and required deductions are made, to cover the amount of appropriate union dues. When any employee is on non-paying status for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in non-paying status during part of a pay period, no deduction shall be made unless the wages earned are sufficient to cover the full withholding accountable to union dues. All legal and required deductions shall have priority over dues payable to the PBA.
- 12.4: In the event the PBA members vote to increase union dues, the PBA shall notify the CITY at least thirty (30) days prior to the effective date of the dues increase. Each employee and the PBA hereby authorize the CITY to rely upon and to honor certifications by the PBA Treasurer regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of PBA deductions. The PBA hereby agrees to indemnify and hold the CITY harmless against any claims made and against any suits instituted against the CITY, its officers or agents, on account of payroll deductions of union dues. The PBA agrees to refund to the CITY any amounts paid to it in error on account of the payroll deduction provisions upon presentation of proper evidence thereof.

ARTICLE 13

MEALS AND BREAKS

- 13.1: All employees covered by this Agreement shall be entitled to one (1) paid meal break of forty-five (45) minutes during his normal tour of duty unless precluded by an operational necessity.
- 13.2: Any employee covered by this Agreement shall be entitled to two (2) paid break(s) of fifteen (15) minutes during his normal tour of duty unless precluded by operational necessity.
- 13.3: All employees held over to work overtime in excess of four (4) hours shall be entitled to an additional paid meal break of forty-five (45) minutes unless precluded by operational necessity.
- 13.4: Paid breaks shall not be taken contiguously by employees without prior authorization by their supervisor.

ARTICLE 14
BEREAVEMENT LEAVE

- 14.1: Any employee may, in the case of death in his immediate family, be allowed a maximum of four (4) days leave of absence with pay. In case the deceased relative lived outside the State of Florida, then, in the discretion of the Department Head, such leave may be increased to five (5) days for the purpose of attending the funeral. Leave shall be paid at the employee's base pay rate for the hours absent.
- 14.2: The phrase "immediate family" shall include the following relatives of the employee and/or the employee's spouse: father, mother, sister, brother, husband, wife, child, step-mother, step-father, step-child, grandparents and grandchildren and may, subject to the approval of the Department Head, include any other person who is an actual member of the employee's household.
- 14.3: Should an employee require additional time other than that provided in Section 1 of this Article, the employee can request the additional time from the Department Head. If approved, any additional time may be charged against the employee's holiday or vacation time.

ARTICLE 15
PROMOTION PROCEDURES

- 15.1: In order for a Police Officer to be eligible to take the examination for a promotion to the rank of Sergeant one of the following eligibility requirements must be met:
- a) Six (6) years of service as a sworn police officer with the City of Miramar.
 - b) Five (5) years and six (6) months of service as a sworn police officer with the City of Miramar and two (2) years of law enforcement related college (60 semester hours or an Associate's Degree) as defined by the Florida Police Standards and Training Commission.
 - c) Five (5) years of service with the City of Miramar as a sworn police officer and four (4) years of law enforcement related college (Bachelor's Degree) as defined by the Florida Police Standards and Training Commission.
- 15.2: Upon an anticipated vacancy for the rank of Sergeant, the City agrees to develop a corresponding promotional eligibility list. The eligibility list will be maintained for a period of two (2) years. All promotional examination dates and test source material shall be announced and posted in the Police Department for a period of sixty (60) days prior to the date of the examination. The promotional eligibility list shall be posted within thirty (30) days after the examination and will list those eligible in grade order.
- 15.3: The City shall have the right to set standards consistent with Section 1 herein for all promotional examinations. The exam may consist of a written test and an oral interview. In addition, the City may also utilize an assessment center or other testing methods. Prior to the date of the promotional exam the city shall announce the passing score for each component of the test.
- 15.4: The Promotional Oral Board, if used, shall conduct the oral interview. The board shall consist of three (3) command personnel selected from outside police agencies.
- 15.5: All promotions will be filled from an eligibility list within ninety (90) days of the initial vacancy. To accommodate reasonable concerns, which include financial consideration, the parties will mutually agree to extend the 90-day requirement to

120 days to fill a promotional vacancy. The issue of reasonableness will be grievable up to and including the fourth step of the grievance procedure. The Chief of Police (or his/her designee) will have the discretion to select any of the top three (3) on the eligibility list for any vacancies.

- 15.6: It is management's right to set standards, criteria and practices of the City in hiring and transferring in accordance with the City's Personnel Policies and Procedures. However, such standards, criteria and practices shall ensure equal treatment of all qualified applicants and shall not discriminate. However, City approved Affirmative Action Programs may be utilized in hiring and interdepartmental transfers, and, if implemented within the guidelines of the Affirmative Action Plan, shall not be considered as improper.

ARTICLE 16
MISCELLANEOUS
LEAVES

16.1: Jury Duty/Attendance at Court - All employees, when called for jury duty or as a subpoenaed witness, will be paid by the City their regular day's pay and can keep the pay received while on such duty. Proof of service shall be submitted to the Police Department. For an employee who is a defendant in a civil or criminal action or plaintiff or defendant in a civil or criminal action, not associated with or arising out of the City's business or affairs, such time shall be charged to the employee's vacation time, if any available.

16.2: Leave of Absence - Leave of absence for personal reasons may be granted by the City without loss of seniority provided:

- a) The length of time requested does not exceed:**
 - 1. One month - if the employee's length of service is less than two (2) years.**
 - 2. Three months - in one calendar year in addition to vacation time if the employee's length of service is two (2) years or more.**

Requests for greater periods of time than shown in Section 1 above will be handled as termination of employment and rehire, if upon rehire a position is available, in accordance with the City's Personnel Policies and Regulations, and with a new employment/seniority date.

- b) The reason is justified and not misrepresented.**
- c) The leave does not conflict with the needs of the Department.**
- d) The employee makes arrangements for continuing his/her insurance and medical payments.**
- e) All personal leaves of absence must be approved by the Police Chief (or his/her designee) and the City Manager.**
- f) No vacation leave or sick leave credits will accrue while an employee is on leave of absence.**

- g) An employee who is on leave of absence and obtains employment elsewhere or does not return to work on the stated date automatically forfeits his/her position with the City.

16.4: Military Leave- All permanent full-time employees who are members of an active reserve unit of the U.S. Armed Forces or the U.S. National Guard are eligible for Military Leave in accordance with the City's Military Leave Policy.

16.5: Leave Without Pay - Leave without pay may be granted to full-time and part-time permanent employees. Normally, it shall be granted only when an employee has used his/her accumulated sick leave and vacation leave in the case of illness, or his/her vacation leave if leave without pay is requested for reasons other than illness. Written request for leave without pay must be initialed by the employee, favorable endorsed by the Department Head and approved by the City Manager or designee.

ARTICLE 17
PBA REPRESENTATION

- 17.1: Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representative of the other party. The bargaining committee of the PBA shall not consist of more than four employees. The PBA will furnish the Human Resources Director with a written list of PBA's bargaining committee, prior to the first bargaining meeting, and substitution changes, thereto, if necessary.
- 17.2: PBA representatives shall be allowed to communicate official PBA business to employees prior to on-duty roll call.
- 17.3: PBA representative and agents may be permitted to discuss PBA grievances with employees during their duty hours provided such discussions shall not interfere with the performance of the employee's duties and service to the community, as determined by the Police Chief (his/her designee) or the Shift Commander.
- 17.4: Special conferences of Labor/Management sessions on important matters will be arranged as necessary between the officers of the PBA and the City Manager upon the request of either party. Special conferences will be called by Department Management to notify the officers of the PBA of anticipated major changes in working conditions. Employees shall be informed of the matters to be taken upon on the special conference and the PBA representatives shall be limited to not more than two (2) on-duty employees at each special conference.
- 17.5: Solicitations of any and all kinds by the PBA, including solicitation of membership and the collection of PBA monies shall not be engaged in during working hours, unless authorized in advanced by Police Chief (or his/her designee).
- 17.6: Any overtime or off-duty time on negotiations or grievances shall not be paid nor shall such time be accrued toward overtime in any employee's work shift work period.
- 17.7: The City and the PBA agree that there will be no negotiations attempted or entered into between any persons other than the City Manager or designee and PBA representatives. Any attempt to circumvent the proper bargaining process shall be deemed an unfair labor practice and shall result in appropriate changes being filed against the offending party.

ARTICLE 18

GRIEVANCE PROCEDURES AND ARBITRATION

- 18.1 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood by the parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties and that such procedure shall cover both grievances involving the application or interpretation of this Agreement and grievances involving discharge, suspension or demotion of an employee covered by this Agreement.
- 18.2 A grievance not appealed by the employee from one step to the next within the specified time limits shall be considered settled on the basis of the last answer, unless such time limits are extended in writing by mutual agreement. Failure on the part of a supervisor to answer within the time limit set forth in any step shall entitle the employee to proceed to the next available step.
- 18.3 Grievances shall be presented in the following manner and every effort shall be made by the parties to secure the prompt disposition of such grievances.

Step 1:

Whenever an employee has a grievance, he/she should discuss it with her/her immediate supervisor within fourteen (14) calendar days, of the date of the occurrence, which has caused the grievance or fourteen (14) calendar days from when the grievant becomes aware or should reasonably have become aware of facts giving rise to the grievance. Such meeting between the employee and his/her immediate supervisor shall attempt to resolve the matter and the supervisor shall respond to the employee within ten (10) calendar days.

Step 2:

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

Step 3:

If the aggrieved employee remains dissatisfied with the Step 2 answer, he/she may, within seven (7) calendar days following the day on which he/she received the Step 2 answer, appeal the grievance to the Police Chief (or his/her designee). Any grievance may be taken up either through the representative of PBA or by the member's option. All grievances submitted to the Police Chief (or his/her designee) shall be set forth in writing as outlined in Step 2 and a copy shall be transmitted to the City Manager. The Police Chief (or his/her designee) shall render a decision to the grievant within ten (10) calendar days following the day on which he was presented with the grievance.

Step 4:

If the aggrieved employee remains dissatisfied with the Step 3 answer, he/she may, within seven (7) calendar days following the day on which he/she received the Step 3 answer, appeal the grievance and the Police Chief's (or his/her designee's) decision to the City Manager or his designee. Any grievance which cannot be satisfactorily settled by the Police Chief (or his/her designee) shall be taken up with the City Manager or his designee either through the representative of PBA or by the member at the member's option. All grievances submitted to the City Manager or his designee shall be in the form of a copy of Step 2 written grievance, signed by the employee, the immediate supervisor, and appropriate Department head or his designee and include all previous written correspondence pertaining to this matter. The grievant shall receive a reply, in writing, citing the City Manager's or his designee's disposition of the grievance within fourteen (14) calendar days (or some longer period of time as is mutually agreed upon and set forth in writing) following the day on which the City Manager or his designee was presented with the written grievance.

- 18.4: Grievances concerning discharge, suspension, or demotion of an employee may be presented in writing directly to the City Manager within the time limits provided for in Step 4 above.

Notwithstanding the above, the parties agree that, during the incumbency of Chief of Police, Dexter Williams, a suspension without pay for just cause of a bargaining unit member, lasting not more than one shift, and occurring not more often than once in a twelve-month period from the date of any prior one-day suspension of that individual, may be appealed to the City Manager as herein provided. The decision of the City Manager shall be the final appeal step for any such limited suspensions. Arbitration shall not be permitted in such cases.

- 18.5 Where a grievance is general in nature, in that it applies to a number of members rather than a single member, or if the grievance is directly between the bargaining unit and the Police Department or the City, such grievance shall be presented in writing directly to the Chief of Police (or his/her designee), within the time limits provided for the submission of a grievance in Step 1. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Step 4 and Step 5.
- 18.6 The parties, recognizing that public policy and prevailing law permit certain provisions of this collective bargaining agreement, i.e. the grievance procedure to supersede general legislation, and local ordinance and desiring to give this collective bargaining agreement the maximum force, do hereby agree that this grievance procedure shall be the sole and exclusive method of resolving any dispute concerning interpretation of any provision of the Agreement or any matter involving discharge, suspension or demotion of any member covered by the Agreement or in resolving or addressing any action or issue which could otherwise be addressed through the procedures and provisions of the City's Personnel Policies and Regulations, it being the express intention of the parties hereto to make the City's Personnel Policies and Regulations which are in conflict with this Agreement, are superseded in every regard by this Agreement.
- 18.7 Grievances concerning reprimands filed by probationary employees shall be processed through the grievance procedure only through Step 4 and shall not be subject to the arbitration procedures.
- 18.8 **Arbitration**
In the event a grievance processed through Step 4 of the grievance procedure set forth herein has not been resolved and said grievance qualifies for arbitration (i.e. discharge,

suspensions, demotions or to determine disputed interpretations of terms of the Agreement) either party may submit the grievance to the Federal Mediation and Conciliation Service within fifteen (15) calendar days after the City Manager renders a written decision to the grievance. The Federal Mediation and Conciliation Service shall furnish a panel of seven (7) names from which each party shall have the option of striking three names, thus leaving the seventh (1h), which will give neutral or impartial arbitration.

- a) The City and the member (or the Employee Organization) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the Arbitrator, therefore shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the Grievance to be submitted to the Arbitrator, the Arbitrator will confine its consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The Arbitrator shall have no authority to change, amend, add to, subtract from or otherwise add to or supplement this Agreement or any part thereof, or amendment thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in the Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this collective bargaining agreement be construed by the Arbitrator to supersede applicable laws in existence at the time of signing this Agreement, except to the extent as specifically provided herein.
- b) Each party, they being the City and the PBA, shall bear the expense of its own witnesses and of its own representative. The impartial arbitrator's fee and related expenses of obtaining a hearing room, if any, shall be paid by the party that does not prevail; except that in disciplinary appeals, if the arbitrator modifies the penalty, then the arbitrator's bill shall be equally shared by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.
- c) The parties shall make their choice of the impartial arbitrator within seven (7) calendar days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the Arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30)

days of the closing of the arbitration hearing. The arbitrator's award shall be binding.

- 18.9: The grievance and arbitration procedure herein shall have no application to the resolution of disputes between the parties concerning the terms of a new collective bargaining agreement to replace this Agreement.
- 18.10: Both the City and the PBA oppose unlawful discrimination on the basis of age, race, creed, color, national origin, gender, disability, marital status, sexual orientation or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 19
NO STRIKE AND NO LOCKOUT

- 19.1: **No Strike:** The PBA and the employees agree that, during the term of this Agreement, neither the PBA or its officers, representatives or members will engage in, encourage, sanction, support or suggest any strike, slowdown, mass resignation, mass absenteeism which in any way involves suspension or interference with the operation of the Miramar Police Department. In the event that PBA members or employees of the City participate in such activities in violation of this provision the PBA and City shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Failure to immediately comply with return-to-work orders within twenty-four (24) hours shall subject violating employees to disciplinary action up to and including discharge, and subject the PBA to such sanctions as a proper authority shall determine is lawful and just.
- 19.2: **No Lockout:** The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the PBA.

ARTICLE 20

PBA BUSINESS

- 20.1: The PBA shall furnish the City a list of the PBA department representatives and shall have the right to amend this list during the term of this Agreement.
- 20.2: The negotiations and grievances team of the PBA will be paid for their regularly scheduled time during the period of negotiations and attendance to grievances. Any overtime or off-duty time on negotiations or grievances shall not be paid nor shall such time be accrued toward overtime in any employee's work shift or work period.
- 20.3: The PBA shall be allowed a maximum of eighty (80) working hours with pay per year for members of the PBA to attend state organizational meetings. The PBA shall give the department three (3) weeks' notice of its representative's names and the date or names of such meetings. Any days not used within the year in which they accrue shall be forfeited and may not be carried forward to subsequent years. Utilization of such time must be approved by the Chief of Police (or his/her designee), which approval shall not be unreasonably withheld.
- 20.4: No PBA representative may utilize compensatory time under this Article without the approval of the Chief of Police (or his/her designee), which approval will not be unreasonably withheld.

ARTICLE 21

PBA TIME POOL

- 21.1: Employees covered by the Agreement may voluntarily contribute accrued but unused compensatory time, sick leave, or vacation to a PBA time pool. No employee may contribute time to the time pool six months prior to the date of retirement or termination. No employee may be required to contribute to the time pool by either party.
- 21.2: The PBA time pool is to be used solely for legitimate PBA business.
- 21.3: Employee contributions to the time pool may occur until such time as the number of hours in the pool reaches 300 hours. At no time during the term of this Agreement may accumulated hours in the time pool exceed 300 hours.
- 21.4: Employees wishing to donate to the time pool shall do so in writing via the chain of command with a copy to the Human Resources Department.
- 21.5: The parties agree that it is their intention that the creation or utilization of this time pool shall be at no cost whatsoever to the City and that under no circumstances shall the City be required to bear any expense as the result of the time pool. Any employee injured or involved in an accident while being paid for by the time pool or while engaged in activities paid for by the time pool shall not be considered to have sustained a line-of-duty injury, nor shall such injury or accident be considered to have occurred in the course of scope of his employment by the City of Miramar.

ARTICLE 22
DISTRIBUTION OF CONTRACT

22.1: The City will make available to the PBA a copy of this Agreement for each member covered by this Agreement. The distribution of the copies hereof shall be through the office of the Chief of Police (or his/her designee), who may require a signed acknowledgment receipt thereof.

ARTICLE 23
TRAINING AND TUITION

- 23.1: The City shall reimburse one hundred (100%) of State University System of Florida (www.flbog.edu) resident tuition rates and other fees for permanent non-probationary employees that are taking task related courses after receiving a paid receipt and proof from the institution that the member has passed with at least a "C" grade. In classes where the grade is either pass or fail, pass would show successful completion and entitle the employee to reimbursement. In addition to tuition, books and lab fees will be reimbursed at 50%, after successful completion of the class and a grade of 2.0 - 2.9 (C), 75% for a grade of 3.0 - 3.9 (B) 100% for a grade of 4.0 (A); grade of "Pass" in a pass/fail course will be based on the students' grade point average.
- 23.2: Employee shall not be entitled to reimbursement for any non-task related course or program, including course or book materials, unless this benefit is provided to the other bargaining units.
- 23.3: No educational reimbursement shall be made unless the appropriate forms are submitted to the Police Chief (or his/her designee) and the City Manager for their approval prior to registration for any class. The approval of any task related degree program is at the sole and exclusive discretion of the Police Chief (or his/her designee) and the City Manager.
- 23.4: If an employee voluntarily terminates his/her employment with the City, excluding normal retirement and for classes taken per Section 2 herein, within one (1) year following the completion of any eligible educational program for which such employee has received a refund, then the amount refunded shall be repaid by the employee immediately. The amount of any such reimbursement shall be deducted from the employee's final paycheck. In the event that the employee fails to reimburse the City as provided above, and the services of an attorney is required to collect any of said amounts, such attorney's fees and court fees will be added to the amount owed by the employee to the City.

23.5: The CITY will continue to pay the following incentive pay for law enforcement related education as defined by the Florida Police Standards and Training Commission to all full-time employees covered by this Agreement. This incentive is contingent upon the successful completion of all probationary requirements and shall be reimbursed to the CITY when not met.

- a) Thirty (\$30.00) dollars per month for sixty completed hours (two years of college)**
- b) Sixty (\$60.00) dollars per month for a completed Bachelor's Degree (four years of college.)**
- c) Eighty (\$80.00) dollars per month for a completed Master's Degree.**
- d) Nothing in this section may be construed to permit or require retroactive salary incentive payments.**

23.6: Tuition reimbursement payments shall be limited to not more than \$5,000.00 per calendar year for undergraduate studies and \$7,000.00 per calendar year for graduate studies. Employees receiving scholarships, grants, or other forms of financial aid which do not require repayment shall not be entitled to receive both tuition reimbursement and such aid. That is, the amount of tuition reimbursement shall be reduced by the amount of such aid.

ARTICLE 24

LABOR MANAGEMENT CONFERENCES

- 24.1: All meetings between representative of the PBA and representatives of the CITY concerning relations between the parties shall be held at the request of either party upon reasonable notice. The PBA and the CITY will give adequate notice in writing of their respective authorized representatives and of the general nature of the matters to be discussed.
- 24.2: Counsel or advisors to representatives of the PBA or the CITY may, at the will of either, attend any conference or meeting between the parties.

ARTICLE 25

MANAGEMENT RIGHTS

25.1: The PBA recognizes the rights of the City to operate, manage and direct all affairs of all departments with the City, except as otherwise expressly provided elsewhere in this Agreement, including the exclusive right:

- a) To exercise complete and unhampered control to manage, direct, and totally supervise all employees of the City.
- b) To hire, promote, transfer, schedule, train, assign, and retain employees in positions with the City and to establish procedures therefore.
- c) To suspend, demote, discharge, lay off, or take other disciplinary action against employees for just cause in accordance with this collective bargaining agreement, the City's Personnel Policies and Regulations, procedures and departmental policies.
- d) To maintain the efficiency of the operations of the Police Department.
- e) 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. However, subcontracting shall not be used to undermine the PBA.
- f) To determine the number of all employees who shall be employed by the City, the job description, activities, assignments, and the number of hours and shifts to be worked per week, including starting and quitting time of all employees.
- g) To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position.
- h) To set its own standards for services to be offered to the public.

- i) To determine the location, methods, means and personnel by which operations are to be conducted.
- j) To determine what uniforms the employees are required to wear while on duty.
- k) To set procedures and standards to evaluate City employees' job performance.
- l) To establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions.
- m) Administer internal security practices in accordance with the rights of management and the Police Officer's Bill of Rights.

- 25.2: It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of the City, may be required to perform duties not within their job description, but within the realm of related duties.
- 25.3: The City shall have the right to formulate all departmental policies and procedures including rules and regulations which will serve as a guide for the conduct, responsibilities, and duties of all employees covered by this Agreement. The use, location, operation including care and maintenance of any equipment or property of the City used by the employees covered by this Agreement shall be subject to the exclusive direction and control of the City.
- 25.4: Any right, privilege, or function of the City not specifically released or modified by the City in this Agreement shall remain exclusively with the City.
- 25.5: The parties to this Agreement specifically agree that the City Commission of Miramar has the sole authority and is the final authority in determining the purpose and direction and policy of the City and the amount of the budget to be adopted by the City.
- 25.6: If actions taken in the exercise of any of the above referenced management rights impact wages, terms of conditions of employment, upon demand, the City agrees to bargain over said impact. The City agrees to give written notice to the President of the PBA as required by law.

ARTICLE 26

EQUAL EMPLOYMENT OPPORTUNITY

- 26.1: The CITY and the PBA mutually agree that no interference, restraint, coercion, or discrimination shall be practiced within the CITY to encourage or discourage membership in the PBA.
- 26.2: Both the City and the PBA oppose unlawful discrimination on the basis of age, race, creed, color, national origin, gender, disability, marital status, sexual orientation or religion. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination, which is in addition to existing and adequate procedures established by Broward County, the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination cannot be processed through the contractual grievance/arbitration procedure.

ARTICLE 27

CONFLICT/SAVINGS CLAUSE

- 27.1: If any clause, section or other part or application of this Agreement is hereafter declared by a proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with the applicable Statutes or Ordinances, all other provisions of this Agreement shall remain enforceable. Upon the issuance of such a decision or declaration which is not appealed by either party, the party shall, following a request by either party, negotiate in good faith on a substitute Article, section or portion thereof.
- 27.2: It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior Agreements, either verbal or written and concluding all collective bargaining during its term, except as otherwise specifically provided in this Agreement. The parties specifically waive the right to bargain during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement.

ARTICLE 28
EMERGENCIES

- 28.1: The City Manager shall have the right, in his/her sole discretion, to determine, if and to what extent, an emergency situation exists with respect to CITY property or the citizens of the City of Miramar. Immediately after the City Manager has "declared a state of emergency", the Chief of Police (or his/her designee) shall notify the PBA of the decision and to the extent possible, the length of time the emergency condition is expected to continue.
- 28.2: During the declared State of emergency, all provisions of the Agreement shall be suspended except the wage and salary provisions, and shall, after the declared state of emergency, be reinstated upon order of the City Manager.
- 28.3: Disputes concerning the Agreement arising during the declared state of emergency shall not be subject to the grievance and arbitration procedures except disputes concerning salary and wages arising pursuant to Article 3 of the Agreement.

ARTICLE 29
INSURANCE

- 29.1. The City agrees to pay health and dental insurance premiums for employees on the following basis: The City will pay all of the cost of the employee only portion of health insurance, except for an employee share of premium, equal to fifteen (\$15) dollars per bi-weekly pay period
- a) The City agrees to pay the entire cost of major medical, hospitalization.
 - b) The City will pay fifty percent (50%) of the monthly premiums toward the cost of dependent coverage for those employees who elect to cover his/her dependents in the HMO insurance program or the equivalent dollar amount for those employees who elect to cover his/her dependents in the CITY POS insurance program. The City is authorized to withhold the cost of dependent insurance coverage from the employee's salary in accordance with the terms of this paragraph.
- 29.2: All full time employees covered by this agreement shall be provided with life insurance in the amount of \$100,000.
- 29.3: All full time employees covered by this agreement are eligible for major medical, hospitalization and dental insurance. Employees who are hired prior to the 15th of the month are eligible for the coverage on the first of the next month while employees who are hired after the 15th of the month become eligible on the first of the next subsequent month. New employees must complete the health insurance forms and employee deduction forms.
- 29.4: A retired and/or disabled employee may maintain the City's health and hospitalization plan benefits. The employee will be responsible for the cost of the premium.
- 29.5: Upon separation of employment an employee who retires under normal retirement or service disability as defined in the Police Pension Plan will receive a monthly stipend to help offset medical costs in an amount equal to \$20.00 per year of service up to a maximum of \$400.00. Both parties agree that this benefit will be

subject to future negotiations to incorporate this stipend with the police pension plan.

- 29.6: The parties agree to a reopener concerning the types of employee benefit products offered to bargaining unit members by the City. The Parties will mutually agree upon a time within which to initiate the reopener concerning this item.

ARTICLE 30
PENSION PROGRAM

30.1: The City of Miramar and the PBA agree to maintain the following Pension Plan Benefits with no changes.

- 1. Both parties agree that 300 hours of overtime per year will continue to be included in the calculation of a Bargaining Unit Member's Average Final Compensation.**
- 2. Both parties agree on the creation of a share plan, which shall be established but not funded.**
- 3. Both parties agree on the following in regards to future insurance premium tax rebates:**
 - a) The first \$500,000.00 of insurance tax rebates, will be used to fund existing benefits.**
 - b) Future insurance tax rebates above \$500,000.00, beginning with money received in 2016, will be split 50% to fund the Ad Hoc Variable Benefit and 50% towards funding minimum benefits.**
 - c) The actual level of the Ad Hoc Variable COLA earned in any year, shall be funded by 50% above \$500,000.00 of insurance premium tax rebates. To the extent such premium taxes are insufficient to pay the full cost of the variable defined benefit, the Board of Trustees, in consultation with the actuary for the Plan, may, without further action of the City Commission, reduce the benefit on a pro-rata basis consistent with the available funding.**

30.2: Both parties agree to amend Tier Two benefits to provide the following:

- a) Normal Retirement Date: Eligible on the first day of the month coinciding with, or next following that date, on which the member completes twenty (20) years of credited service, or reaches age fifty-five (55) and completes ten (10) years of credited service, whichever occurs first.**
- b) Normal Retirement Benefit: 3% multiplier for each year of credited service; upon completion of twenty (20) years of service, the benefit increases to 75% of average monthly earnings, which is subject to an 80% maximum benefit cap.**

ARTICLE 31

WORKERS' COMPENSATION AND DISABILITY

- 31.1: a) Whenever an employee is injured while on duty, and eligible for workers' compensation benefits, the City shall provide the injured member employee full pay and benefits as herein below set forth. Time lost as a result of an injury as aforesaid, shall not affect the injured employee's leave time, vacation time, or sick leave, except as otherwise provided herein below. All monies received by the employee pursuant to Workers' Compensation shall be assigned to the City, up to the full amount of the member's salary. Once Workers' Compensation payments begin, the employee shall immediately be required to sign over the Workers' Compensation check to the Human Resources Department.
- b) An employee injured as aforesaid shall be entitled to and receive, for a period of one hundred eighty (180) days following the date of the injury, the employee's full pay and benefits provided there is competent medical evidence which indicates a reasonable expectation that the injured employee will, within a reasonable period of time, reach a level of medical improvement sufficient to resume full normal duties.
- c) Any employee of the bargaining unit who shall claim to have suffered an injury which might be compensable under the terms of this Article, shall submit to such physical, physiological or other examinations, by City authorized doctors as may be required to ascertain the extent of the injury claimed, prognosis and degree of disability, if any, as the same may be requested by the City.
- d) The employee shall be responsible for maintaining payroll deduction relating to insurance, dues, pension contributions or other deductions in effect at the time of disability.
- 31.2: a) Should an employee sustain an on-the-job injury not requiring hospitalization, aid employee, after examination by a City authorized physician, shall return to work on a light duty basis as soon as practicable until such time that full duty status can be obtained.

- b) An employee injured several times for the same reasons or basically the same set of circumstances shall be made aware of safety practices and/or retraining when appropriate, so as to avoid future injurious situations of the same type.
- c) Employees sustaining on-the-job injuries shall, at the time of injury, or as soon thereafter as possible, prepare a Medical Release Form allowing any and all disclosure of medical diagnosis, treatment, prognosis or any other medically related information relating to that specific injury.

31.3: Upon the expiration of one hundred eighty (180) days from the date the injury is sustained, if the injured employee has not reached a level of medical improvement enabling the member to return to full service, demonstrable by competent and substantial medical evidence, the City shall have the right to require the injured member to perform any task or serve in any capacity as the same may be possible, considering the degree of physical disability or terminate his/her employment. The City shall have the right to rely on the medical opinion of its expert. To the extent that the injured member is capable of performing in an alternate capacity as provided above, the employee shall be compensated at the employee's regular rate of pay with full benefits. The City, in its sole discretion, may retain or terminate the services of the injured employee.

31.4: After being terminated by the City the employee shall be eligible to receive the benefits of the current long-term disability insurance provided by the City.

31.5: An employee who is disabled for a period in excess of 15 days shall file with the City a certificate from the City's physician certifying such disability.

31.6: Notwithstanding the foregoing sections of this article, employees receiving workers' compensation indemnity payments shall not receive a total of such payments which, when combined with salary, shall total more than the employees full pay and non-workers' compensation benefits.

ARTICLE 32

RESTRICTED DUTY POLICY

- 32.1: Restricted duty may be available for sworn police personnel. The purpose of this policy, therefore, is to provide restricted employment within the department for those employees with temporary conditions that prohibit the performance of all the duties of their regular job descriptions.
- 32.2: The following guidelines and standards shall be used in, administering the policy:
- a) An officer with an off the job injury, as well as pregnancy, who wishes to request restricted duty by filling a written request with the Chief of Police (or his/her designee).
 - b) An officer injured in the line of duty, at the City's discretion, may be placed in a restricted duty position upon a medical determination that the officer can fill a restricted duty position.
 - c) The Chief of Police (or his/her designee) in consultation with the City Manager, shall process the request, within a reasonable period of time. The City designated physician may confirm that the officer is able to perform the restricted duty assignment. The cost of the examination by the City designated physician shall be borne by the City. Assignment to restricted duty status shall require approval of both the Police Chief (or his/her designee) and City Manager or designee. Following the approval by the Police Chief (or his/her designee) and the City Manager or designee, the Chief (or his/her designee) shall furnish the employee with a written restricted duty assignment memorandum that reflects specific restrictions or conditions, which may be imposed, as set forth in Section 32.8. A copy of the restricted duty assignment memorandum shall be provided to the Human Resource Department.
- 32.3: Restricted duty shall initially be limited to eight (8) weeks. If, at the end of the eight (8) week period, the officer and his/her personal physician request an extension for an additional period, the City may grant an extension for one or more additional weekly periods following consultation between a City-designated physician or workmen's compensation physician, the officer's physician (if appropriate), the officer, and the Human Resource Department.

- 32.4: During the time of the restricted duty assignment, the officer shall be paid at the officer's current salary up to the eight (8) week limit, with additional periods of full pay for extensions granted as provided above.
- 32.5: A sworn officer may be permitted to assume a restricted duty assignment when there is an assignment available within the Police Department. Usually, that assignment will be carried out within a designated facility. The restricted duty assignment can exist only if the assignment is temporary and results from budgeted vacant position or department workload considerations. An assignment shall not be created so that a restricted duty assignment will become a permanent budgeted position. Rescheduling or reassignment of other employees shall not occur for the purpose of creating a restricted duty assignment.
- 32.6 Officers shall be considered for restricted duty assignment in the order that officers notify the City, in writing, of their availability to perform restricted duty.
- 32.7: The assignment, which is open, can either be (a) civilian position with the Police Department, or (b) a sworn officer position.
- 32.8: At the time of the assignment of the officer to restricted duty the Chief's office will furnish the employee with a list of restrictions, which may, but not necessarily include any of the following:
- a) That the officer's take-home vehicle shall be turned over for the duration of the assignment.
 - b) That the officer shall not respond to calls on the street, or
 - c) That the officer shall not be armed.
- 32.9: The officer must have the basic skills and ability required to perform the work.
- 32.10 When a female Police Officer becomes pregnant, at the point in pregnancy when her physician or the City, through a City-designated physician, determines she is no longer able to fully perform all duties of her job classification, reasonable accommodations shall be available on the same conditions provided herein. The pregnant Police Officer may be assigned to limited duty until such time as she is no longer able to perform her limited duty assignment rather than the eight (8) week limitation set out in paragraph 3 and 4 above. The City reserves the right to require medical confirmation of the officer's ability to perform the restricted assignment, as deemed necessary.

ARTICLE 33
DRUG AND ALCOHOL TESTING

- 33.1: The City and the PBA recognize that employee substance and alcohol abuse may have an adverse impact on City government, the image of City employees and the general public at large. Accordingly, it is in the best interest of the parties to maintain a drug free work environment and develop a policy regarding drug and alcohol testing.
- 33.2: Accordingly, the City has implemented or will implement a drug-free workplace policy and work rules in accordance with Florida law. Said drug-free workplace policy and work rules are incorporated herein by reference as if set forth in full herein, so long as they are in accordance with the above-mentioned statutes and rules. The City and the PBA further agree that the City may unilaterally modify the terms of said drug-free workplace policy and work rules so long as such modifications are also in accordance with Florida law.
- 33.3: Parties agree that an employee's refusal to submit to drug or alcohol testing in accordance with the City's Drug-Free Workplace Policy and Work Rules, may result in disciplinary action against the employee up to and including dismissal from employment.
- 33.4: Random testing procedures: The City shall develop and maintain a consistent testing procedure. The Union agrees that all members will be subject to testing. One employee may be tested weekly under the following guidelines:
- a) The City must conduct all random testing while employees are on duty. The City chooses either Monday or Thursday for the test to be conducted.
 - b) Employees to be tested shall be selected by a random number generator computer program. If the employee chosen is not on duty, names will be drawn until an on-duty employee is selected. The selection will occur at a fixed time of day whereby one union member will be allowed to be present.
 - c) Random testing will be limited to urine and/or breath analysis. Hair follicle testing will not be conducted as part of the random test.
 - d) In the case of exigent circumstances that would conflict with any employee being ordered for testing, the Chief of Police (or his/her designee) shall have the authority to defer, cancel or exempt the employee from the test, with cause.

33.5: The Employee Assistance Program (EAP) will be available to any employee at all times, by self-referral or supervisor referral to assist in substance abuse counseling and/or treatment.

ARTICLE 34
SICK LEAVE TIME POOL

- 34.1: If an employee should suffer any incapacitating non-job related injury or illness, which results in the exhaustion of accumulated sick leave time, vacation and compensatory time, may be used by the employee.
- 34.2: Sick leave pools will adhere to the provisions outlined in APDP 4.21.1. Leave is calculated based on the donor's and recipient's current hourly rate. The equivalent number of leave hours for the recipient is calculated based on the value of the donor's leave, divided by the recipient's hourly rate. These equivalent hours are then applied to the recipient's sick leave pool.
- 34.3: Should an employee require assistance, employees may donate sick leave, vacation or compensatory time.
- 34.4: No sick leave time from the pool shall be utilized until all available accumulated time has been exhausted by the employee. Accumulated time shall include sick leave time, compensatory time, vacation time, and other days off.

ARTICLE 35

PERSONNEL POLICIES AND REGULATIONS

- 35.1: The City's Personnel Policies and Regulations as adopted by the City Commission, departmental rules and regulations and administrative policies shall apply to all bargaining unit members. However, to the extent that the City's Personnel Policies and Regulations shall be inconsistent with the provisions set forth herein, the collective bargaining agreement shall supersede said Policies and Regulations.
- 35.2: It is agreed and understood that each member of the bargaining unit will be provided with a copy of Departmental Rules and Regulations, Policies and Procedures, and General Orders, that apply to bargaining unit employees formulated subsequent to the execution of this agreement. Any such departmental rules, regulations, policies, and general orders shall be distributed to members within 30 days after formal adoption, or as soon as practical thereafter. Employees will sign for their copy of the rules and regulations.

ARTICLE 36

SUPPLEMENTAL PAY

- 36.1: Upon the ratification of this Agreement by both parties, bargaining unit members who are regularly assigned to Criminal Investigations, Strategic Investigations Unit, K-9, School Resource Officer, Community Resource Officer, Internal Affairs, P.R.I.M.E. (Safe Streets), Training, Recruitment, and Traffic Enforcement shall receive \$100.00 biweekly added to their base salary.
- 36.2: Bargaining unit members who are regularly assigned to FTO's shall receive \$50.00 bi-weekly to their base salary.

ARTICLE 37
TERMS OF AGREEMENT

- 37.1: This Agreement shall be effective (retroactive) as of the 1st day of October 2018, unless specifically provided otherwise in this Agreement, and shall remain in full force and effect until the 30th day of September, 2021 inclusive. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than July 15, 2021. An impasse shall be deemed to have occurred pursuant to state law, if no agreement is reached.
- 37.2: Upon ratification of this Agreement by both parties, the collective bargaining agreement between the City and PBA covering the period of October 1, 2018 through September 30, 2021.
- 37.3 In the event a new collective bargaining agreement is not reached prior to the expiration of this agreement, the terms and conditions of this Agreement shall be binding on the parties until a new Agreement is ratified by the Employee Bargaining Agent.

Attachment "A"

PBA STEP PLAN FOR CONTRACT 10/1/2018 - 9/30/2021

Police Officer				
Step#	Increase Between Steps	10/01/18 (0%)	10/01/19 (0%)	10/01/20 (2.5%)
Start	4.37%	\$48,418.58	\$48,418.58	\$49,629.04
1	4.37%	\$50,534.47	\$50,534.47	\$51,797.83
2	4.37%	\$52,742.83	\$52,742.83	\$54,061.40
3	4.37%	\$55,047.69	\$55,047.69	\$56,423.88
4	4.37%	\$57,453.27	\$57,453.27	\$58,889.60
5	4.37%	\$59,963.98	\$59,963.98	\$61,463.08
6	4.37%	\$62,584.41	\$62,584.41	\$64,149.02
7	4.37%	\$65,319.35	\$65,319.35	\$66,952.33
8	4.37%	\$68,173.80	\$68,173.80	\$69,878.15
9	4.37%	\$71,153.00	\$71,153.00	\$72,931.83
10	4.37%	\$74,261.67	\$74,261.67	\$76,118.21
11	5.37%	\$78,250.27	\$78,250.27	\$80,206.53

Sergeant				
Step#	Increase Between Steps	10/01/18 (0%)	10/01/19 (0%)	10/01/20 (2.5%)
Start	5.45%	\$64,446.98	\$64,446.98	\$66,058.15
1	5.45%	\$67,959.33	\$67,959.33	\$69,658.31
2	5.45%	\$71,663.13	\$71,663.13	\$73,454.71
3	5.45%	\$75,568.76	\$75,568.76	\$77,457.98
4	5.45%	\$79,687.25	\$79,687.25	\$81,679.43
5	5.45%	\$84,030.22	\$84,030.22	\$86,130.98
6	5.45%	\$88,609.86	\$88,609.86	\$90,825.11
7	6.45%	\$94,325.25	\$94,325.25	\$96,683.38

THIS AGREEMENT is made, entered into and executed this
November 5, 2018

CITY OF MIRAMAR

By: Vern E. Hargray
Vernon E. Hargray, City Manager

By: Denise Gibbs
Denise Gibbs, City Clerk

By: [Signature]
Weiss, Serota, Helfman, Cole
& Bierman, P.L., City Attorney *ECG*

BROWARD COUNTY PBA

By: [Signature]
Jeff Marano, President