AGREEMENT

Between

CITY OF MIAMI BEACH, FLORIDA

and the

GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100

Period Covered

October 1, 2018 to September 30, 2021

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AGREEMENT

THIS AGREEMENT, was made and entered into on this 17th day of July, 2019, by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the Government Supervisors Association of Florida, (GSAF) OPEIU, Local 100, (herein called the "Association").

PREAMBLE

WHEREAS, the Association has been selected as the sole and exclusive bargaining representative by a majority of the employees set forth in the Recognition Article, and has been recognized by the City pursuant to the laws of Florida as the sole and exclusive bargaining representative for said employees;

WHEREAS, the City and the Association have voluntarily endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the City and the employees covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the City to effectively operate the various departments of the City and are consonant with the paramount interests of the public;

WHEREAS, it is the intention of the parties to this Agreement to provide, where not otherwise mandated by Statute, for the salary schedule, fringe benefits and conditions of employment of the employees covered by this Agreement, to provide for the continued and efficient operation of the various departments of the City, and to provide an orderly and prompt method of handling and processing grievances;

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1
RECOGNITION

Section 1.1. Representation and Bargaining Unit. The City recognizes the Association as the sole and exclusive representative of all employees in the unit described below.

Section 1.2. Unit Description. All supervisory employees of the City of Miami Beach in the following classifications, excluding all other employees employed by the City of Miami Beach.

Air Conditioning Supervisor
Backflow Coordinator
Beach Patrol Operations Supervisor
Carpenter Supervisor
Central Services Supervisor
City Surveyor
Chief Building Inspector
Chief Roofing Inspector
Communications Supervisor
Crime Scene Supervisor
Electrician Supervisor
Electronics/Inspections Supervisor
Fleet Operations Supervisor
Lead Mechanic
Maintenance Supervisor
Metered Service Supervisor
Paint Supervisor
Park Operations Supervisor
Parking Operations Supervisor
Plumbing Supervisor
Police Records Supervisor
Public Safety Payroll Administrator
Pumping Operations Supervisor
Recreation Supervisor I
Sanitation Operations Supervisor
Security Specialist
Senior Building Inspector
Senior Electrical Inspector
Senior Elevator Inspector
Senior Engineering Inspector
Senior Mechanical Inspector
Senior Plumbing Inspector
Service Supervisor
Sewer Field Operations Supervisor
Street Lighting Operations Supervisor
Street Operation Supervisor
Utility Billing Supervisor
Warehouse Supervisor
Water Field Operations Supervisor
Water Meter Supervisor
911 Communications Records Custodian

The City and the Association agree that in the event the City substantially changes a job classification which remains within the bargaining unit or combines job classifications within the bargaining unit, the City will bargain with the Association upon their request concerning the appropriate rate of pay for the new, changed, or combined job.

Until agreement is reached or impasse is resolved, affected employees will be paid as determined by the City. Upon agreement as to the rate of pay for the new, changed, or combined job(s), the agreed rate shall be retroactive to the date that the Association's request for negotiation was received by Management.

The City agrees to provide the Union with a periodically updated list of employees who have been hired, promoted and/or transferred into positions that are within the bargaining unit.

The parties agree that they will periodically review the job classifications and, if appropriate, file a joint petition to Public Employees Relation Commission (PERC) to determine which positions should be included or excluded from the bargaining unit.

Section 1.3. Job Descriptions. The parties agree that any changes in the job descriptions for all positions in the bargaining unit are subject to impact bargaining and not the Personnel Board. Further, any provision in the job descriptions for all bargaining unit positions requiring City employment shall be removed effective upon ratification.

ARTICLE 2
DEDUCTION OF ASSOCIATION DUES

Section 2.1. Check-off. Upon receipt of a lawfully executed written authorization from an employee, which is presented to the City by an official designated by the Association in writing, the City agrees during the term of this Agreement to deduct the uniform biweekly Association dues of such employees from their pay and remit such deductions to the Association Treasurer together with a list of the employees from whom deductions were made; provided, however, that such authorization is revocable at the employee's will upon thirty (30) days written notice to the City and the Association. The Association will notify the City thirty (30) days prior to any change in its dues structure.

On January 1 of each year of this Agreement, the Association will remit to the City $100.00 as an administrative fee for the collection of dues by the City.

Section 2.2. Indemnification. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provision of this Article.

ARTICLE 3
MANAGEMENT RIGHTS

It is recognized that, except as stated herein, it is the right of the City to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public and exercise control and discretion over its organization and operations. The Association recognizes the sole and exclusive rights, powers, and authorities of the City further include, but are not limited to, the following: to direct and manage employees of the City; to hire, promote, transfer, schedule, assign, and retain employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to relieve employees from duty because of lack of work, funds or other legitimate reasons; to maintain the efficiency of its operations, including the right to contract and subcontract existing and future work; to determine the duties to be included in job classifications and the numbers, types, and grades of positions or employees assigned to an organizational unit, department, or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and property; to establish and require employees to observe all applicable rules and regulations; to conduct performance evaluations; and, to determine internal security practices; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement. The Association, its officers, agents, and members agree that they will not interfere with Management in the performance of its duties.

The City agrees that, prior to layoff of bargaining unit members, it will advise the Association.

If, in its sole discretion, the City determines that emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager or his/her designee during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Should an emergency arise, the Association President shall be advised, as soon as possible, of the nature of the emergency.

ARTICLE 4
PROHIBITION OF STRIKES

No employee, Association officer or agent shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work or any other intentional interruption of the operation of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in the Agreement, except as to the question of fact.

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the employer, regardless of reasons for doing so, the Association shall take direct and immediate action to the fullest extent of its power to bring about a cessation of such activities.

The employees and the Association, individually and collectively, found to be in violation of this Article shall be liable for any damages or costs which might be suffered by the City as a result of a violation of the provisions of this Article, in accordance with law.

ARTICLE 5

ASSOCIATION REPRESENTATION AND EMPLOYEE RIGHTS

Section 5.1. Association Representation

1) The Association may select a chief unit representative and up to four (4) employees from within the bargaining unit to act as Representatives. The Association will make a good faith effort that each employee comes from a different division and/or work unit. The names of Association Representatives shall be certified, in writing, to the City Manager and/or his or her designee for Labor Relations, as well as to concerned Department Directors. With the prior approval of concerned supervisors, the five (5) Representatives may use union time bank hours to attend grievance meetings, pre-discipline investigation meetings, and labor/management committee meetings without loss of pay for time spent during the Representative's regular work schedule. No more than two (2) Representatives may use union time bank hours at the same time. The supervisor's approval will not be unreasonably withheld; provided, however, Representatives will conduct their business so as to not disrupt the normal activities of City Departments. Representatives are required to return to work and notify their supervisor immediately following or as soon as practicable after any such meeting being attended.

2) Up to four (4) employee members of the Association's bargaining team may attend contract negotiation sessions with the City during their assigned work hours without loss of pay. Each employee must come from a different division and/or work unit within the employee's department.

3) The Association may designate two (2) employees to attend City Commission meetings, Personnel Board Meetings, Pension Board Meetings or other City meetings when a matter directly relating to the Collective Bargaining Agreement is on the Agenda of the City meeting during his/her regular work hours without loss of pay, provided that neither Representative shall attend the same meeting as the other Representative at the same time. Prior approval must be given by the Representative's supervisor. The Representative is required to return to work and notify their supervisor immediately or as soon as practicable after the particular matter relating to the Collective Bargaining Agreement has been addressed.

Any absence provided for herein shall be subject to the prior written request by the Representative at least twenty-four hours prior to such meeting and requires the approval of the employee's supervisor. The supervisor's approval will not be unreasonably withheld; provided, however Representatives will adhere to the aforementioned request notification procedures. Employees shall not be paid overtime for attendance at any meeting discussed in this Article. Approval to attend emergency meetings may be granted verbally and within the twenty-four (24) hour timeframe.

4) A maximum of two (2) delegates of the Association's four (4) Representatives will be granted a leave of

absence with pay not to exceed five (5) business days per delegate (for a total of ten (10) business days) per calendar year, for the purpose of attending State and International union conventions. The two (2) delegates shall not be from the same division and/or work unit. Leaves of absence shall not exceed ten (10) business days in total in any calendar year. Business days shall be defined as Monday through Friday, excluding City recognized holidays and are not permitted to be taken in any two (2) consecutive workweeks. All requests for leave shall be submitted to the Office of Labor Relations by the Association's President. The Association's President shall provide supporting documentation for the dates and locations of any such conventions a minimum of eight (8) weeks in advance for any leaves of absence requested. The Office of Labor Relations shall forward all granted leaves of absences to the appropriate department director and/or direct supervisor so that the department directors can make appropriate arrangements.

5) The Association shall have the right to send one (1) of its four (4) designated Representatives authorized with pay to attend and participate in City-wide employee orientations for new hires whose classification is represented by the Association, provided that attendance is only permitted for the portion of the Citywide employee orientation where Collective Bargaining Units are permitted to address the attendees. The Representative is required to return to work immediately or as soon as practicable after the particular matter relating to the Association has ended.

Section 5.2. Employee Rights.

1) An employee is entitled to request that a single Association Representative be permitted to attend all formal interviews where the City's representative intends to gain information from the employee being interviewed that may result in disciplinary action against the employee. The employee shall be informed of the nature of the interview, the alleged conduct being investigated, and if requested by the employee, given a reasonable period of time prior to the interview to contact an available Association Representative, provided that the interview is not reasonably delayed.

2) No disciplinary action which results in loss of pay shall be taken against an employee unless he/she is notified of the action and the reason(s) for such recommended action given in writing prior to the action. Notice in writing shall be given to the employee as soon as practicable but no more than seventy-five (75) days after the date when the City is made aware of the alleged incident giving rise to the action, along with a copy provided to the Association. A thirty (30) day extension will be granted by the union at the request of the City due to extenuating circumstances.

3) Management will adhere to progressive discipline where appropriate.

4) Written "verbal warnings" shall not be kept in an employee's personnel file maintained in Human

Resources unless it is a document supporting formal disciplinary action (i.e. suspension/termination). If an employee receives two (2) or more written verbal warnings for a similar action and/or behavior during the time period being assessed for the employee's Annual Performance Evaluation, the written verbal warning shall be used in that particular employee's Performance Evaluation.

5) No employee shall be retaliated against or threatened with retaliation by reason of the employee to exercise their rights set forth in this Agreement.

6) The City and the Association agree not to interfere with the rights of an employee to become or not become a member of the Association.

7) Upon reasonable request, an employee shall have the right in the presence of the appropriate representative of the City, to review and copy all or a portion of the employee's official records which are a part of the employee's personnel file maintained by Human Resources or the employee's personnel file maintained by the employee's Department. The City may charge a reasonable fee for copying in accordance with Chapter 119, Florida Statutes, but under no circumstances will the City charge the employee for labor fees associated with the request.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 6.1. Purpose. It is recognized that complaints and grievances may arise between the bargaining agent and the employer or between the employer and any one or more employees concerning the application or interpretation of any provision of this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt and equitable manner so that the efficiency of the City of Miami Beach may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his/her standing with the employer. Further, it is agreed that the Association may process grievances, advise, or participate in meetings or interviews on behalf of its members, subject to the provisions of this Agreement or as otherwise provided for under State and/or Federal law.

No reprisals of any kind will be made by agents of the City against the grievant(s) or the Association's Representatives by reason of such participation in the processing of their grievance. Similarly, the Association, its officers or agents, shall not impede, malign, or delay the City or Management's representative in their duties during the investigation or processing of said grievance.

The parties agree that the grievance/arbitration process set forth in this Agreement shall be the sole and exclusive method of resolving all grievances by bargaining unit employees. Employees covered by this Agreement shall no longer be able to file an appeal or grievance via the City's Personnel Board procedure for any issue/matter, and the parties agree that the Personnel Board shall not have any jurisdiction to hear any grievance or appeal filed by the bargaining unit or any bargaining unit employee regarding discipline or any other issue or matter.

If, during the term of this Agreement, the City creates an alternative dispute resolution process, then the parties agree to meet and discuss whether that alternative dispute resolution process may be used by the bargaining agent and/or bargaining unit employees via a binding Election of Remedies in lieu of the contractual grievance process.

Section 6.2. Definitions.

a) Grievance - a grievance is a dispute involving the interpretation or application of the express terms of any provision of this Agreement, excluding matters not covered by this Agreement or where Personnel Board rules and regulations are involved. Disciplinary actions, including discharges, may be grieved under this Article, as provided herein. Grievances regarding certain non-disciplinary matters, such as disagreements as to the meaning or application of or changes to Personnel Rules or other work rules or policies, may be filed by the bargaining agent via the contractual grievance process, provided however, that such grievances shall be eligible for

processing only to Step III of this grievance process, and that the City Manager's (or designee's) decision at Step III shall be final and binding and shall not be subject to arbitration or any other further appeal. Grievances regarding questions of other non-disciplinary/contract interpretation matters shall be subject to the requirements of this grievance and arbitrator procedure.

b) Aggrieved Employee(s) - the employee(s) filing the grievance or causing the grievance to be filed.

c) Immediate Supervisor - the individual having immediate supervisory authority over the aggrieved employee(s).

d) Division Head - the head of the division in which the aggrieved employee(s) works.

e) Department Head - the head of the department in which the aggrieved employee(s) works.

f) Days - days as referred to as time limits herein shall mean working days (i.e., Monday through Friday, exclusive of scheduled holidays).

Section 6.3. Special Provisions.

a) The time limits set forth herein may only be extended and/or modified by written agreement. The City Manager or designee may agree to a written extension of the grievance time limits, on behalf of the City, at any step in the grievance process.

b) If the employer violates any time limits, the bargaining agent may advance to the next step without waiting for the employer's response. If the Association or the grievant(s) fail to initiate or move the grievance through the grievance procedure, in accordance with the time limits set forth herein, it shall be deemed untimely and considered withdrawn.

c) The parties acknowledge that, as a principle of interpretation, employees are obligated to work as directed while grievances are pending; except where the safety of a working condition or health of the employee(s) is the basis of the grievance.

d) The aggrieved employee shall be allowed to be present at the various formal steps of the grievance procedure, including arbitration. To the extent said employee is on his/her regular work schedule, he/she may attend without loss of pay for those actual hours during their regular work schedule.

e) The Association shall designate in writing to the City the name of one individual who shall be

designated as the Chief Steward, whose function shall be to assist the bargaining unit members in the processing of complaints and grievances under this procedure. In order to investigate, discuss and process grievances, the Chief Steward must request and receive written permission twenty-four (24) hours in advance but it may be less than twenty-four (24) hours in emergencies. Pursuant to Section 5.1 (1) herein, the Chief Grievance Representative is required to return to work and notify their supervisor immediately following or as soon as practicable after any such meeting being attended for grievance matters.

f) An employee may request Association representation in accordance with the provisions of this Agreement at each and every step of the grievance procedure set forth in this Agreement.

g) The bargaining agent, in accordance with its own lawful internal rules, shall have the sole and exclusive right to determine whether any grievance warrants processing through this arbitration procedure. In the event the bargaining agent determines at any step of the grievance procedure that a grievance does not warrant processing, a written notification of that determination shall be sent to the City Manager's designee for Labor Relations, with a copy to the employee(s) involved who shall then be free to process it themselves or through legal counsel up through Step III only (except in cases of certain disciplinary actions as noted herein).

h) If the bargaining agent has declined to process or further process any grievance presented to it, and if any employee, or group of employees, desires to process it or further process their own grievance through this procedure (subject to the limitations set forth herein), the bargaining agent shall be sent copies of all written communications sent by the employer or the employee(s) involved. Further, nothing herein contained shall be construed to prevent any public employees from representing, at any time, their own grievance in person or by legal counsel to the employer, and having such grievance(s) adjusted without the intervention of the bargaining agent, provided however, that the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect; and provided further that the bargaining agent has been given notice and a reasonable opportunity to be present at any meeting called for the resolution of such grievances.

i) The bargaining agent shall not be responsible for any costs (including arbitration costs) attendant to the resolution of any grievance(s) it has not processed.

j) The parties acknowledge that multiple grievances may be combined at any stage of the grievance procedure where the class of aggrieved employees is clearly defined and the subject matter of the grievances is the same or similar.

k) At Step I, all formal grievances shall be presented on the Grievance Form provided by the City. The grievance shall include the date of the alleged violation, the specific article and section grieved; a brief description of the grievance, and the remedy requested. The Election of Remedy Form shall be attached to the Step I grievance.

l) Verbal warnings may be grieved only through Step I of this procedure. Written warnings may only be grieved through Step II of this procedure.

Section 6.4. Election of Remedies. It is agreed by the Association that employees covered by this Agreement shall make an exclusive election of remedy prior to filing a Step I grievance or initiating action for redress in any other forum (to the extent that any other such process is available). Such choice of remedy will be made in writing on the Election of Remedy Form to be supplied by the City. The Election of Remedy Form will indicate whether the aggrieved party or parties wish to utilize the grievance procedure contained in the Agreement or initiate action for redress before a governmental board, agency, or court proceeding (to the extent that such other process is available). Selection of redress other than through the grievance procedure contained herein shall preclude the aggrieved party or parties from utilizing said grievance procedure for adjustment of said grievance. If applicable, the Election of Remedy Form shall be attached to the Step I grievance.

GRIEVANCE STEPS:

STEP I

a) The grievance shall be filed within fifteen (15) days of the alleged violation, misinterpretation or misapplication of the terms and conditions of employment set forth in this Agreement.

b) The grievance shall be filed with the division head in writing, on the Grievance Form as provided by the City, and as agreed herein, and shall state the specific article, section and language alleged to have been violated. If applicable, the Election of Remedy Form shall be attached to the grievance.

c) The division head or his/her designee shall note the date of receipt of the grievance on the Grievance Form, and shall schedule a meeting with the aggrieved employee to take place within ten (10) days of receipt of the grievance.

d) Within ten (10) days of the meeting, the division head shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee, the bargaining agent, the department head and the City Manager's designee for Labor Relations.

e) The aggrieved employee(s) and/or the bargaining agent may appeal the decision of the division head within ten (10) days of receipt of the decision.

f) The appeal shall be submitted in writing on the Grievance Form to the department head. Failure to appeal the decision of the division head within ten (10) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

STEP II

a) If the aggrieved employee(s) appeals the decision, the department head shall schedule a meeting to take place not more than ten (10) days after receipt of the appeal. The bargaining agent shall be advised in writing as to the date of the proposed meeting, and shall have the right to send one (1) observer to the proceedings if the bargaining agent is not involved in the actual representation of the aggrieved employee(s).

b) Within ten (10) days of the meeting, the department head shall render a decision and shall immediately communicate that decision in writing on the Grievance Form to the aggrieved employee(s), and to the bargaining agent and the City Manager's designee for Labor Relations.

c) The aggrieved employee(s) may appeal the decision of the department head within ten (10) days of receipt of the decision. The appeal shall be communicated in writing to the City Manager or his/her designee for Labor Relations on the Grievance Form and shall include copies of all pertinent documentation. Failure to appeal the decision of the department head within ten (10) days shall constitute acceptance by the aggrieved employee(s) and the bargaining agent of the decision as being a final resolution of the issues raised.

STEP III

a) If the aggrieved employee and/or a Representative of the bargaining unit appeals the decision, the City Manager, or his/her designee for Labor Relations (if a conflict exists, Assistant City Manager may be the designee), shall schedule a meeting with the aggrieved employee to take place within fifteen (15) days after receipt of the appeal.

b) Within fifteen (15) days of the meeting, the City Manager or his/her designee for Labor Relations shall render a decision and shall immediately communicate that decision in writing to the aggrieved employee and the bargaining agent.

c) Failure to appeal the decision rendered in Step III within fifteen (15) days (for matters that are

subject to the arbitration procedure) by notice of intent to submit to arbitration shall deem the decision at Step III to be final and no further appeal will be pursued.

Section 6.5. Arbitration. If the employer and the aggrieved employee(s) and/or the bargaining agent fail to resolve the grievance, the grievance may be submitted to final and binding arbitration by an impartial neutral mutually selected by the parties, provided that the grievance involves a matter that is subject to the arbitration process. However, the parties agree that the bargaining agent maintains the exclusive right to determine whether any grievance concerning a non-disciplinary matter (that is outside the scope of Section 6.2 (a)) should be taken to arbitration under this procedure. In cases involving the issuance of certain disciplinary actions (i.e., only suspension without pay, disciplinary demotion, or termination), the parties agree that an individual employee who is not represented by the bargaining agent may elect to proceed to arbitration under this procedure, provided that the employee shall be responsible for all costs and fees related to presenting his/her case.

a) Notice of intent to submit the grievance to arbitration shall be communicated by the office of the Association President in writing to the office of the City Manager's designee for Labor Relations within fifteen (15) days of the receipt of the decision at Step III. Any request to go to arbitration on behalf of the employer is to go to the Association President.

b) Within fourteen (14) days after written notice of submission to arbitration, the parties will agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of five (5) arbitrators shall be submitted to the Federal Mediation and Conciliation Service. Both the City and the Association shall have the right to strike names from the panel. The striking of names from the list of proposed arbitrators shall be accomplished by having the parties alternately cross out names on the list.

The arbitrator shall be notified of his/her selection within five (5) days by a joint letter from the City and the Association requesting that he/she set a time and place for a meeting, subject to the availability of the City and the Association.

c) The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He/She shall consider and decide only the specific issue submitted to him/her in writing by the City and the Association, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit in writing his/her decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing

to extend said limitation. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. Consistent with this Section, the decision of the arbitrator shall be final and binding.

All arbitration costs, including the cost of stenographic reporting of the arbitration hearing, if agreed to by the parties, shall be divided equally between the employer and the bargaining agent (or the employee in cases where the bargaining agent is not representing the employee). Each party will pay the cost of presenting its own case, including the cost of attorney fees and witnesses.

Section 6.6. Differences Concerning Personnel Rules. A difference of opinion with respect to the meaning or application of the Personnel Rules which directly affects wages, hours, or working conditions may be submitted through Step III of the grievance process as set forth in Section 6.2 (a). The Personnel Rules are incorporated herein, unless otherwise specifically provided for in this agreement.

ARTICLE 7
HOURS OF WORK AND OVERTIME

Section 7.1. Normal Workday. The normal workday shall consist of eight (8), ten (10) or twelve (12) hours of work, exclusive of the lunch period, in a twenty-four (24) hour period, unless some other workdays are specifically authorized by the City Manager. Employees shall be assigned twelve (12) hour workdays only during emergency situations and/or special events, as declared by the City Manager or his/her designee.

Section 7.2. Normal Workweek. The normal workweek shall consist of forty (40) hours per week, and such additional time as may, from time to time, be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week.

No schedule changes involving shifts or days off shall be made without at least ten (10) workdays' notice to the employees involved, provided that in an emergency, or other such reason justifying a temporary schedule change only, such notice as is practicable shall be given. The implementation of this provision shall not be arbitrary and capricious.

Section 7.3. Rest Periods. Employees may take a rest period of fifteen (15) minutes for each half-day of work. Daily rest periods shall be scheduled by the supervisors. Whenever practicable, the rest period will be scheduled approximately mid-point in the first one-half of the employee's regular work shift and in the second half of the employee's regular work shift. Employees who extend their rest period are subject to disciplinary action. However, upon the request of an employee and with the approval of the employee's supervisor, the two (2) fifteen (15) minute rest periods, may be combined with the employee's thirty (30) minute meal break, providing for a sixty (60) minute meal break. Should such occur, no additional rest periods will be provided to the employee during their regularly scheduled shift.

For each additional four (4) hours worked beyond the regular shift, an additional fifteen (15) minute rest period shall be provided.

Employees in PSCU shall enjoy a fifty (50) minute meal break and a ten (10) minute rest period which, upon request of an employee and with the approval of the supervisor, will be combined into a sixty (60) minute meal break. The combined sixty (60) minute meal break is provided in lieu of, not in addition to, the two (2) fifteen (15) minute rest periods.

Section 7.4. Reporting Pay. A full-time employee who reports to work as scheduled will be guaranteed eight (8), ten (10) or twelve (12) hours of work or eight (8), ten (10) or twelve (12) hours of pay; provided, however, that supervisors may assign employees to perform any reasonable work.

Section 7.5. Overtime. It is understood that the City may require necessary and reasonable overtime for unit members. Where employees are eligible for overtime pay under the Fair Labor Standards Act (FLSA), for all hours worked in excess of forty hours during an employee's workweek, the City will pay the employee one and one-half (1-1/2) times the employee's straight time hourly rate of pay.

Annual leave, Holiday leave, and other paid leave shall be considered as time worked for the purpose of computing overtime; but sick leave shall not.

Only actual hours worked shall be considered for the purposes of computing overtime. Paid leave, including but not limited to annual, sick, family and medical (FMLA), birthday, floater, bereavement, compensatory and administrative leave shall not be considered as time worked for the purpose of computing overtime., Holiday leave shall count as time worked for the purpose of computing overtime.

For all hours worked on an employee's seventh consecutive workday within his/her workweek, the City shall pay two (2) times the employee's straight time hourly rate of pay, provided the employee has worked his/her full shift on each of the six (6) preceding workdays; provided that paid leave will not be considered as time worked for the purpose of this Section, with the exception of the Public Safety Communication Unit (PSCU).

This provision shall not be applicable if a substantial number of employees are scheduled to work seven (7) consecutive workdays because of an emergency such as a hurricane.

Employees shall not earn compensatory leave in lieu of the payment of overtime.

Section 7.6. Distribution of Overtime Opportunity. Opportunity to work overtime shall be distributed as equally as practicable among employees in the same job classification in the same work section and area starting with the most senior employee, provided the employees are qualified to perform the specific overtime work required.

Seniority for the purpose of this subsection shall mean length of continuous service with the City.

Overtime opportunities shall be accumulated on adequate records (which shall be available to the employees) and offered overtime not worked shall be considered as worked in maintaining these records.

If any qualified employee establishes that he/she has not received his/her fair share of overtime opportunities, such employee shall have first preference to future weekly overtime work until reasonable balance is recreated.

Employees who have been credited for overtime hours not worked shall not be discriminated against with respect to future overtime opportunities.

Section 7.7. Call Back Pay. An employee who is scheduled or called in to work outside of his/her normal hours of work will be guaranteed four (4) hours of work or (4) four hours of pay. It is understood that call-in pay shall not overlap with an employee's regularly scheduled shift.

Section 7.8. (a). Stand By Pay. Employees expressly assigned to standby status shall receive two (2) hours of straight time as a Standby bonus for each day of that assignment. Employees will not be paid both the Standby bonus and Call Back pay for the same day (i.e., if called in while on Standby status the employee will be paid only the Call Back pay). The Standby bonus is not considered hours worked for determining overtime. Standby shall be assigned in the City's sole discretion. Employees assigned to standby must respond to any call within ten (10) minutes and must be available to report to the work-site within thirty (30) minutes (or some other reasonable period of time as determined based upon the circumstances). Failure to meet these requirements (as may be modified in the City's sole discretion), or other requirements related to standby assignments that may be determined necessary by the City, shall result in forfeiture of the Standby bonus, and possible disciplinary action, based on the circumstances of each case.

Section 7.8. (b). Stand By Phone Calls. Employees in Public Works – Operations, the Property Management Division and the Fleet Management Division not expressly assigned to standby status who are contacted via telephone outside of their normal hours of work will receive two (2) hours of straight time as a Standby bonus; provided, however, the employee will not be paid both Standby bonus and Call Back pay for the same day (i.e., if called in as a result of a telephone conversation, the employee will be paid only the Call Back pay). Any such telephone conversation must be initiated only by the Public Works Director, Property Management Director or the Fleet Management Director or their designee.

Section 7.9 No Pyramiding. Premium pay and overtime shall not be paid for the same hours. The employee shall receive the greater of the two alternative premiums.

ARTICLE 8

WAGES & FRINGE BENEFITS

Section 8.1. Wages.

The City of Miami Beach classification and pay system will be utilized under this contract. This includes salary range changes, job audits, and market classification studies. This does not include cost-of-living increases. No change shall take place until the Union President or his/her designee concurs.

No bargaining unit member who left the City's employ prior to the date of ratification of this Agreement by both parties will be eligible for any wages or benefits under this Agreement.

No decision made within the context of this provision shall result in a lower grade, the removal of a job classification from the bargaining unit, nor shall said decision result in an exemption from FLSA overtime requirements.

a) Effective the first (1st) pay period ending in October 2018, there shall be an across-the-board wage increase of one percent (1%) for all GSAF bargaining unit positions. In addition, the minimums and maximums of each job classification range will be increased by one percent (1%), accordingly.

b) Effective the first (1st) full pay period ending in October 2019, there shall be an across-the-board wage increase of one percent (1%) for all GSAF bargaining unit positions. In addition, the minimums and maximums of each job classification range will be increased by one percent (1%), accordingly.

c) Effective the first (1st) full pay period ending in October 2020, there shall be an across-the-board wage increase of one percent (1%) for all GSAF bargaining unit positions. In addition, the minimums and maximums of each job classification range will be increased by one percent (1%), accordingly. In the event the City's General Fund Revenues increase by eleven percent (11%) in June of 2020, there shall be an across-the-board wage increase of two percent (2%).

In the event the City negotiates higher across-the-board wage increases with the Communications Workers of America, Local 3178 (CWA) or the American Federation of State, County and Municipal Employees, Local 1554 (AFSCME), for their 2015-2018 and 2016-2019 labor agreements, respectively, the same increases will be applied to GSAF bargaining unit positions.

Effective the first full pay period upon ratification, the salary grade for Police Records Supervisor will increase from 512 to 513; the salary grade for Communications Supervisor will increase from 513 to 514; and the salary grade for 911 Records Custodian will increase from 512 to 513.

*There will be no immediate change in pay for incumbents. There will only be a change in their salary ranges.

Performance Evaluations

Within sixty (60) days of an employee's merit review date, the employee's Department shall complete a Performance Evaluation and forward it to Human Resources. The Evaluation shall be completed in accordance with the policy established by Human Resources. Failure to complete a Performance Evaluation for employees who are not at the maximum of the range, within sixty (60) days will result in an automatic two percent (2%) salary increase.

The City will provide a thorough training guide with detailed instructions on performing evaluations to all employees before they conduct subordinate performance evaluations.

The City will provide to the union in writing clear expectations of score definitions, for performance factors with scoring scale chart in comparison to each weight.

Employees will have the right to appeal any score below two (2) or thirty-nine-point nine (39.9) (needs improvement) performance evaluation score before management, regardless whether if they receive annual merit increase due to not receiving their evaluations within the 60 days of anniversary date provision, up to Step II of the grievance procedure.

Performance Improvement Plans will be implemented after an evaluation that does not meet expectations. Performance Improvement Plans may also be implemented at the discretion of the Department Director or direct supervisor upon occasion of any unsatisfactory performance. If the employee chooses not to accept the Performance Improvement Plan, upon the unsatisfactory performance, the employee must decline in writing. Performance Improvement Plans are designed to coach the employee into satisfactory performance which meets expectations.

The employee's performance will be reevaluated after 90 days. If acceptable performance is not achieved after 90 days, the employee will be given a second 90 day Performance Improvement Plan. Managers will advise the employee intermittently through the Performance Improvement period regarding their progress and suggested improvements. If satisfactory improvement is not achieved after two consecutive 90 day Performance Improvement plans, the employee may be disciplined up to and including termination. If an employee is eligible for a merit increase, merit increase will be effective the beginning of the pay period immediately following the new satisfactory performance rating.

All GSAF bargaining unit employees who receive a rating of three (3) or above on their annual evaluation, shall be eligible for a merit increase on their anniversary date, provided that the employee's salary shall not exceed the maximum of the salary range for his/her position. For FY 2018/19, FY 2019/20, and FY 2020/21, any employee whose salary exceeds the maximum of the salary range for his /her position shall be eligible to receive a one-time, non-pensionable payment, up to 3%. Ratings shall be 1 through 5 as follows: 1 equals unsatisfactory, 2 equals needs improvement, 3 equal meets expectations, 4 equals exceeds expectations and 5 equals significantly exceeds expectations. An employee who receives a score between 3.00 and 3.49 shall be eligible for a one percent (1%) merit increase, an employee who receives a score between 3.5 and 4.24 shall be eligible for a two percent (2%) merit increase, and an employee who receives a score between 4.25 and 5 shall be eligible for a three percent (3%) merit increase. Performance Evaluation increases may total no more than three percent (3%).

Section 8.2. Holidays. The following fourteen (14) days shall be considered holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day following Thanksgiving, Christmas Day, Dr. Martin Luther King's Birthday, three (3) floating holidays, and the Employee's Birthday. Employees shall become eligible for floating holidays and the Birthday Holiday upon completing six (6) months continuous service with the City.

Section 8.3. Holiday Pay.

Effective the first full pay period of June 2019, Holiday, Birthdays, and Bereavement shall be paid depending on the number of hours in an employee's regular shift, eight (8) or ten (10) hours, at his/her straight time hourly rate.

Floating Holidays shall be paid at eight (8) hours per floater.

a) Whenever any of the holidays listed in Section 8.2. Holidays, of this Agreement fall on a Sunday (or Monday for employees whose regular day off is Monday), the following workday shall be observed as the official holiday; whenever any of the above listed holidays occur on a Saturday (or Friday for employees whose regular day off is Friday), the preceding workday shall be observed as the official holiday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

b) Effective upon ratification of this agreement, employees not assigned to a Monday – Friday shift will be paid Holiday Pay on the actual date of the holiday and not the date the City observes the holiday.

City celebrated holidays that fall on Tuesday, Wednesday, or Thursday, and said holiday is on the employee's regular day off, then the employee shall receive a day's pay for said holiday, if they meet all of the qualifications contained herein.

c) To be eligible for a paid holiday, an employee must report for scheduled work on the holiday if applicable, on the last scheduled day preceding the holiday and the first scheduled day following the holiday unless such absences are excused. To qualify for Holiday Pay, excused absences for the purpose of this section are defined as:

1) an employee calls in sick and is eligible to receive paid sick leave, and who is granted sick leave usage;
2) approved annual leave;
3) floating holiday;
4) birthday;
5) bereavement.

d) Should an employee not work on a holiday that falls on his/her regularly scheduled day off, he/she shall be paid eight (8) or ten (10) hours of holiday pay, depending on the number hours in his/her regular shift, at his/her straight time hourly rate.

e) Should an employee work on a holiday that falls on his/her regularly scheduled work day, he/she shall be paid for the number of hours actually worked at his/her regular or overtime rate, whichever is applicable, plus eight (8) or ten (10) hours of holiday pay, depending on the number of hours in the employee's regular shift, at the regular rate.

f) Should an employee work on a holiday that falls on his/her regularly scheduled day off, he/she shall be paid for the number of hours actually worked at his/her regular or overtime rate, whichever is applicable, plus eight (8) or ten (10) hours of holiday pay, depending on the number of hours in the employee's regular shift, at the regular rate. Those employees who work within the Public Safety Communications Department (PSCD) receive eight (8) or ten (10) hours of holiday pay for the holiday and shall receive pay at double time and one-half rate for the hours worked.

g) Failure to report for work on, before, after, or during the holiday after having been scheduled to work on such holiday shall be just cause for denial of holiday pay.

h) A holiday which is observed during an employee's regularly scheduled workweek shall be considered as time worked for the purpose of computing overtime for non-job basis employees.

Only actual hours worked shall be considered for the purposes of computing overtime. Paid leave, including but not limited to annual, sick, family and medical (FMLA), birthday, floater, bereavement and administrative leave

shall not be considered as time worked for the purpose of computing overtime.

Section 8.4. Meal Allowance. An employee who works three (3) or more hours of overtime that is contiguous with his/her shift shall be paid fifteen dollars ($15.00) of a meal allowance effective the first full pay period after ratification.

In the event of emergency conditions or if employees are supplied with a meal while working the overtime hours, the meal allowance, as provided under this Section, shall cease.

Section 8.5. Bereavement Leave. In case of death in the immediate family of an employee, time off with straight-time pay will be allowed for up to two (2) scheduled workdays per death or four (4) scheduled workdays per death if funeral is held outside the State of Florida. An additional three (3) days may be granted, for a maximum of five (5) or seven (7) days off, if approved by the Department Head. The three (3) additional days off may be charged to the employee's accrued sick or vacation time, and shall not be counted against the employee for the purposes of performance evaluations ratings.

The immediate family shall be defined as father, mother, husband, wife, sister, brother, son, daughter, grandchild, grandfather, grandmother, mother-in-law, father-in-law, stepfather, stepmother, stepson or stepdaughter, or domestic partner (as defined in the Domestic Partner Leave Ordinance).

In the case of a death of a member of the employee's family not herein specified but who lived with the employee's family at the time of his/her death, consideration will be given to the employee's request to use accrued annual leave or floating holidays to attend the funeral.

Upon request, an employee may be required to provide verification of his/her relationship to the deceased and of the death.

Section 8.6. Unpaid Leaves. Leave of absence without pay may be granted in accordance with the City of Miami Beach Personnel Rules.

Section 8.7. Jury Duty. The City of Miami Beach shall permit employees either to keep payments received from Courts of competent jurisdiction for being on jury duty, or in the alternative, their standard rate of pay, whichever is higher. For each day an employee is called to jury duty, he/she shall be excused from work for such time as is necessary to complete jury duty service. Employees are expected to return to work upon being released from jury duty during the work shift. However, if three (3) hours or less are left in the employee's work shift at the time that the employee is released from jury duty, the employee shall immediately contact his/her immediate supervisor for instructions as to whether he/she should return to work for the remainder of that shift.

Section 8.8. Uniforms. For the term of this Agreement, the City will provide uniforms (i.e., a full uniform set shall include a long or short sleeve shirt and long or short pants) to bargaining unit employees who are required to wear them. Employees will be issued six (6) sets of new uniforms (five (5) sets if the employee works a 4 day work week) in April of each year. New employees will be issued six (6) sets (or five (5) sets depending on the employees schedule) of uniforms upon entry into the bargaining unit. If an employee has been employed in the bargaining unit position for six (6) months or less when additional new uniforms are issued in April, then the additional new uniforms will not be issued to the employee at that time, but the employee will be issued a complete set of new uniforms in the following April. The composition of the uniform shall be recommended by the Uniform Committee, comprised of two (2) GSAF representatives and two (2) Management representatives. The final selection of uniforms will be made by the Department Director after consultation with the Uniform Committee. The uniforms issued shall be chosen based on considerations of employee safety and comfort, as well as cost. Issued uniform items (i.e., a shirt or pants) will be replaced on a timely basis by the Department upon the employee's presentation of worn or damaged uniform items provided, however, employees shall receive no more than two (2) additional replacement uniforms items (up to 2 shirts and/or 2 pants) each year. Each Department shall provide necessary safety/foul weather gear, as appropriate.

The Beach Patrol Operations Supervisor shall be provided with one (1) sweat suit per year.

The Senior Building Inspector uniform shall wear a Shirt or T-Shirt and Jacket embedded with a Building Inspector Badge, logo of the City of Miami Beach, employee's full name, job position, and Department's name.

All GSAF Employees will receive one (1) uniform jacket during year three (3) of the term of this contract.

The vendors will deliver the uniforms in the month of April of each year for the term of this Agreement.

Uniform Allowance: The uniformed personnel's monthly cleaning allowance shall be sixty ($60.00) dollars per month for a total of $ 720.00 per year to be paid in twenty-six (26) biweekly payments.

Sun Glasses and Hats: GSAF employees listed below and covered under this agreement who perform twenty percent (20%) or more of their duties outside of a building or structure and are exposed to direct sunlight, shall be issued a boonie hat or baseball cap with the City of Miami Beach logo embroidered in the front and center of such hat. It shall match the color scheme of their issued uniform.

The City of Miami Beach agrees to reimburse all Supervisory employees covered under this agreement for the purchase and or repair of sunglasses up to a maximum allowable reimbursement of $125.00 per employee per year.

To qualify to be reimbursed, the employee must request in writing, and attach proof such as a store receipt reflecting such purchase and or repair.

Air Conditioning Supervisor
Backflow Coordinator
Beach Patrol Operations Supervisor
City Surveyor
Chief Inspectors
Crime Scene Supervisor
Electrician Supervisor
Fleet Operations Supervisor
Park Operations Supervisor
Parking Operations Supervisor
Plumbing Operations Supervisor
Pumping Operations Supervisor
Recreational Supervisors I
Sanitation Operations Supervisor
Senior Inspectors
Sewer Field Operations Supervisor
Street Lighting Operations Supervisor
Street Operations Supervisor
Warehouse Supervisor
Water Field Operations Supervisor
Water Meter Supervisor

Section 8.9. Safety Shoes. Employees in the following job classifications will be required to wear safety shoes during all working hours. A safety shoe certificate will be provided to those employees in the following job classifications for the purchase of safety shoes meeting ANSIZ41 Federal Safety Standards.

When due to extreme wear and tear or accidental destruction, a replacement pair of safety shoes is required, the City will grant an additional shoe certificate for the purchase of a replacement pair of safety shoes when the destroyed or irreparable pair of safety shoes is turned in to the Department. The Department Director, or his/her designee, shall issue the certificate for the replacement pair of safety shoes on the basis of need and not on an automatic basis. Further the replacement of worn heels and/or soles on the safety shoes shall be the responsibility of the employee and not the City.

Those employees in the following classifications will make his/her safety shoe selection from a predetermined list of safety shoes. The predetermined list will be developed by the Safety Shoe Committee comprised of two (2) GSAF representatives and two (2) Management representatives. The final selection of safety shoes to be on the predetermined list shall be made by the Department Director, after consultation with the Safety Shoe Committee.

Air Conditioning Supervisor
City Surveyor
Electrician Supervisor
Electronics/Instruments Supervisor
Fleet Operations Supervisor
Maintenance Supervisor
Metered Service Supervisor
Parking Operations Supervisor
Park Operations Supervisor
Paint Supervisor
Plumbing Supervisor
Pumping Operations Supervisor
Sanitation Operations Supervisor
Senior Building Inspector
Senior Engineering Inspector
Sewer Field Operations Supervisor
Street Lighting Operations Supervisor
Street Operation Supervisor
Warehouse Supervisor
Water Field Operations Supervisor
Water Meter Supervisor

It is the City's intent that the safety shoes selected and approved by the Safety Shoe Committee shall not be significantly inferior in quality to the safety shoes currently being offered to employees. Employees receiving the safety shoe certificate will be required to purchase and wear the safety shoes during all working hours, and will be subject to up to the loss of a day's pay for each day that the employee reports to work and fails to wear the required safety shoes. Action taken against the employee under this Section shall not be appealable to the Personnel Board or grievable under this Agreement.

Employees may receive uniform shoes in lieu of safety shoes, at the discretion of the department director.

Section 8.10. Shift Differential. Where a majority of an employee's regularly assigned shift hours fall between 3:00 p.m. and 11:00 p.m., the employee shall receive a shift differential of forty five cents ($.45) per hour for work performed after 3:00 p.m.

Where a majority of an employee's regularly assigned shift hours fall between 11:00 p.m. and 6:30 a.m., the employee shall receive a shift differential of fifty- five cents ($.55) per hour for work performed after 11:00 p.m.

Section 8.11. Rate of Pay When Working Out of Classification. An employee may be required to temporarily work out of his/her classification when directed by Management. Temporarily is defined as an employee who is clearly and definitely performing the principal duties in a higher pay classification for more than two (2) hours per day, and they shall not exceed 580 hours in a 12-month period, and shall be paid as follows, except at the sole discretion of the Human Resources Director, he/she may waive the 580 hour cap if in his/her judgment, it will best serve the needs of the City service:

a) If he/she is temporarily working in a lower classification, he/she shall receive his/her hourly rate in his/her regular classification. Employees will not be assigned to lower classification work as punishment or to demean the employee.

b) If he/she is temporarily working for two (2) or more consecutive hours in a higher paying classification, he/she shall be paid an hourly rate of one dollar ($1.00) per hour to be added to the employee's straight-time rate of pay.

Employees being trained with on-site supervisory assistance in a bona-fide training program for a higher paying classification will be paid their current rate in their regular classification during such training time.

Section 8.12. Paid Leave.

Full-time bargaining unit employees shall earn and be paid for sick leave and vacation leave in accordance with Ordinance No. 1335 provided, however that:

A medical certificate, signed by a licensed physician, may be required to substantiate a request for sick leave when:

a) A supervisor suspects abuse of sick leave because of a developing pattern (e.g., frequent sick leave usage of less than one shift in a continuing twelve (12) month period, employee denied annual leave and subsequently claims illness, a pattern of sick leave in conjunction with regular days off or scheduled time off, etc.). The Supervisor shall inform the employee that a doctor's excuse will be required in order to "approve" any further use of sick leave. Such requirement shall be reviewed by the Human Resources Department at the end of six (6) months to determine if it is necessary that it continue., or

b) The illness occurred while the employee was on vacation leave and a request is made to credit sick leave instead of vacation; or

c) An employee has been absent from work for more than five (5) consecutive work days which will require an FML certification, not just a physician's desk note. Should one not be submitted within the timeframe provided by law, or as extended by the City, sick leave paid previously for the absence will be changed to leave without pay.

d) The sick leave is during an emergency, such as a hurricane.

The grant of emergency leave as provided for in the City's Work Rules may be denied, if an employee does not provide evidence satisfactory to his/her supervisor that the cause of the absence was an emergency.

Section 8.13. Perfect Attendance Bonus. Full-time employees who perform the full scope of their regularly assigned classification for the full term of each Fiscal Year covered by this Agreement (shall receive a lump sum bonus of three hundred dollars ($300.00), (non-pensionable earnings) provided that they have not used sick leave or been absent for any reason that was not authorized at least forty-eight (48) hours in advance. An employee will also be allowed two (2) incidents of tardiness, one (1) emergency vacation, one (1) instance of bereavement leave and one (1) religious sick effective the first full pay period after December 2019. This bonus shall be paid in December of each year of the contract.

Section 8.14. Part-Time Employees. Notwithstanding any other provision in this Agreement, bargaining unit employees who work part-time schedules shall earn fifty percent (50%) of sick and vacation leave credits earned by full-time employees. Pay for absences due to illness or vacation shall be for approved hours absent from scheduled assignments.

Payoffs for sick and vacation balances at separation, bereavement leave, and holiday pay shall also be provided at the rate of fifty percent (50%) of that afforded to full-time employees.

Section 8.15. Sick and Vacation Leave Accrual and Maximum Payment on Termination. All employees covered by the agreement and hired after October 1, 1978 shall, under applicable ordinances, rules and regulations: be allowed to accumulate no more than 500 hours of vacation leave except in accordance with provision for postponement of vacation leave; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two (2) days of sick leave to one (1) day vacation leave to be used in the pay period year when transferred, be permitted a maximum payment time at termination, death, or retirement of 620 hours vacation leave and one-half of sick leave to a maximum of 600 hours.

Section 8.16. Pay for Hazard Duty. Employees working hazard duty will be paid $1.00 an hour for time actually spent in these activities. Hazard duty applies to the following activities:

A) Spraying hazardous chemicals (Hazardous materials shall be identified in the Material Safety Data Sheet (MSDS) and/or Product Safety Data Sheet (PSDS)).
B) Diving with scuba gear
C) Working in trenches five (5) feet in depth or greater
D) Working in raw sewage
E) Working forty (40) feet or higher on aerial lift operations.

Section 8.17. Pay During Hurricanes

a) Hurricane Pay When the City declares an emergency due to a named hurricane and other events, and employees are advised to stay home with pay and some employees are ordered to work, these employees shall be paid at the rate of one and one-half of their straight hourly wages for all hours worked for up to three (3) days.

b) Landfall Team Compensation

Bargaining Unit employees designated to be part of the Landfall Team (designated Landfall Team Members) shall be on a voluntary basis only starting with the most senior person in the same division. There will be a list published by May 1st of each year, according to seniority (updated monthly and/or accordingly). Designated Landfall Team Members shall be compensated at a pay rate of one and one-half of the employee's hourly rate of pay for all hours worked plus one (1) hour of Administrative Hurricane Pay for each of the first eight (8) hours worked for up to three (3) consecutive days. Designated Landfall Team Members shall only qualify for the pay if the Landfall Team is activated by the City's Emergency Operations Center (EOC). Landfall Team Members who report to duty will be paid for the duration of the Landfall Team activation for actual hours worked.

During a weather-related emergency event, if a designated Landfall Team Member fails to report for duty during

their regularly scheduled shift, (while other employees are directed to stay home) said employee will not receive the Landfall Team Compensation nor Hurricane Pay.

Should a designated Landfall Team Member work in excess of forty (40) hours during their regularly scheduled work-week, said employee will be compensated at a rate of time and one-half their regular hourly rate for those hours worked above forty (40) hours in accordance with the Fair Labor Standards Act.

Employees shall not receive both Hurricane Pay and Landfall Team.

Designated Landfall Team Members shall be allowed up to four (4) hours to secure personal property prior to a weather-related emergency event. During the weather-related emergency event, the City shall provide designated Landfall Team Members with food, weather gear, and shelter rated to withstand a category five (5) storm. Designated Landfall Team Members shall be required to seek shelter when winds exceed 40 miles per hour.

The Landfall Team shall not erode the bargaining unit.

Section 8.18. License(s) Maintenance. One (1) position in Property Management (Electrician Supervisor,) and one (1) position in Public Works (Electrician Supervisor) will receive a supplement of three hundred dollars ($300) biweekly for using their license as a qualifier. The supplement will start when the employee's license is approved by the Licensing Board. The supplement will continue until either party requests a change of status to remove the qualifier or if the license expires. The City will fill out the appropriate forms in a timely fashion and send a copy of the completed form to GSAF. As one of the conditions and responsibilities related to the receipt of this supplement, the employee must make every reasonable effort to be available for telephone calls while off duty.

The following is only applicable for the employees referenced above who use their license as a qualifier:

If the employee is contacted via telephone outside of their normal hours of work, they shall receive one (1) hour of straight time pay as a bonus. Any such telephone conversation must be initiated only by the Property Management Director or their designee. Those employees receiving a biweekly supplement for using their license as a qualifier shall be exempt from Section 7.6(b), Standby Pay, of this Agreement.

The Supplement is not part of base salary. Therefore, the supplement can go above the maximum of the pay range. The supplement is pensionable. The supplement will be reviewed on an annual basis to determine if the supplement should be increased according to market conditions.

In the event that the City determines that any additional licensee(s) may be used as a primary qualifier under terms

that are acceptable to the City, and the City decides to use any additional licensee, then the employee/licensee will be paid the qualification payment under the terms set forth above.

Section 8.19. Tool Reimbursement. The City will continue a Tool Reimbursement benefit through which bargaining unit employees in the job classifications of Air Conditioning Supervisor, Electrician Supervisor, and Plumbing Supervisor may be reimbursed for an employee's tool that is damaged or broken while being used at work, provided however, that the damage must not be the result of the employee's negligence. The maximum amount payable in any fiscal year for tool reimbursement per employee is $400. To be eligible for reimbursement, the employee must provide to the Department or Division Director, the broken/damaged tool (which the City may keep) and a report describing the circumstances regarding where, when and how tool was broken/damaged, and the receipt for the replacement tool purchased which must be of like quality and value. The tool must not be otherwise repairable or replaceable through a manufacturer's warranty. Denial of a request for reimbursement is not grievable.

Bargaining unit employees in the above noted positions, who have been paid a Tool Allowance benefit before October of 1998, will remain eligible for only such Tool Allowance. Bargaining unit employees in the above noted positions who were hired after October of 1998 and/or who were not receiving a Tool Allowance will be eligible for the Tool Reimbursement. However, no employee will be eligible for both a Tool Allowance and Tool Reimbursement benefits.

Section 8.20. EMT Certification Pay. Beach Patrol Operations Supervisors who obtain and maintain the Emergency Medical Technician (EMT) certificate given by the State of Florida shall receive a five percent (5%) premium pay.

Section 8.21. Skill Pay Supplement.

Fleet Management Department: Automobile Technicians/Medium/Heavy Truck Technicians	
[a] 3 to 5 Certifications	$50.00/month
[a] 6 to 7 Certifications	$90.00/month
[a] "Master" Auto Technician	$150.00/month
[a] "Master" Auto Technician with EVT	$200.00/month
Automotive Parts Specialist (3 of 3 Certifications)	$50.00/month *
Automotive Service Consultant	$50.00/month *

[a] Supplement amounts are not cumulative

* Can only be taken as an addition to "Master" Auto Technician or "Master" Auto Technician with EVT

Fire Department

Level 1 Fire/Ambulance	$50.00/month
Level 2 Fire/Ambulance	$90.00/month
EVT Master Fire/Ambulance	$150.00/month

Public Works Department – Effective the first full pay period after ratification:
Employees who obtain and maintain the "Class 1" "Class 2" and "Class 3" Water Distribution System Operator License issued by the Florida Department of Environmental Protection shall receive an annual* skill pay supplement, non pensionable, accrued monthly as follows:

Class 1	$150/month
Class 2	$75/month
Class 3	$50/month

*To be paid annually every September.

Building Department: Senior Inspectors and Chief Inspectors - Effective the first full pay period after ratification:

[a] 1 License/Certification	$75.00/month
[a] 2 Licenses/Certifications	$150.00/month
3 Licenses/Certifications	$225.00/month

*Licenses/Certifications must be related to job duties and issued by the State of Florida (Building Inspector license, Plans Examiner license, General Contractor license, Plumbing license, Mechanical license, Electrical license, Floodplain Manager license, registered Architect, Roofing license and registered Professional Engineer)

Note: The maximum Skill Pay Supplement Benefit would be $300.00/month

Note: Other Certifications as approved by the Department Head

Skill pay supplement requires employee to hold the classification of: Lead Mechanic or Fleet Operation Supervisor

Employee cannot receive skill pay if not on regular work status (i.e. Cannot receive skill pay if on a light duty assignment)

Employees must notify the department staff when he/she does not maintain the required certification level. Failure to do so may result in discipline, and any supplement pay received while not certified shall be refunded to the City.

Section 8.22. Professional Licenses and/or Certification. (Required continuing education/certification for current position) Upon prior approval from the Department Director, employees who must maintain their licenses as required in their job descriptions, and have to attend continuing education classes shall be paid their straight hourly wages for all required hours up to 20 hours a year, provided that such additional pay shall not be provided to the employees if the training is provided by the City during regular work hours. Any actual hours spent attending training under this section shall count as hours worked.

Section 8.23. Accreditation Pay Supplement Contingent upon the Department Obtaining and Maintaining Certain Accreditations:

Effective upon ratification of this Agreement, all bargaining unit members in PSCD shall be paid premium pay of up to $60.00 per pay period for as long as the PSCD maintains Accreditation by the International Academy of Emergency Dispatch (IAED) [$20.00 per discipline per paid period]. The three (3) Disciplines are:

1) EMD, Emergency Medical Dispatch
2) EFD, Emergency Fire Dispatch
3) EPD, Emergency Police Dispatch.

ARTICLE 9
INSURANCE

The City shall offer group health care coverage including medical, dental, and life insurance plans to full-time bargaining unit employees and their legal dependents during the term of this Agreement. The City will continue to pay at least fifty percent (50%) of the premium cost for eligible employees hired before the date of ratification of this Agreement. Employees hired on or after the date of ratification of this Agreement, will continue to receive a premium subsidy by the City of at least 50% of health insurance premium costs for standard plans, but will not have a minimum required City subsidy amount for premium plans. The City will continue to offer alternative plans as options for employees. The City may change insurance carriers and/or the scope and level of benefits in any plan. The City also may change the percentage of premium cost paid by the City from year to year for any one or more of the optional plans available, depending upon the scope and level of benefits available in each of the optional plans.

After an employee exhausts Injury Service Connected (ISC) benefits and is receiving workers' compensation checks, the City shall access the employee's leave accruals to keep him/her whole. Deductions for benefits such as health and dental insurance coverage and pension contributions will be made from the value of the accrued leave. Once an employee runs out of leave accruals and is still unable to return to work, the employee has an affirmative responsibility to contact the Human Resources Department, Benefits Division, to make benefit payment arrangements. Employees will be given one month's grace period after which coverage shall be cancelled.

Reopener

The parties agree to reopen this Agreement upon the City's request to address options to ameliorate the impact of the proposed excise tax on plan sponsors of "Cadillac Plans" as defined in the Patient Protection and Affordable Care Act.

ARTICLE 10
PENSION AND RETIREE HEALTH

A) The Miami Beach Employees' Retirement Plan (MBERP) is the pension plan for bargaining unit members, except for those employees who previously elected to remain in the 401-A retirement program (in lieu of participating in the City's pension plan). The current benefits and member contributions provided by the MBERP shall remain in effect for the term of this Agreement, except as follows:

Effective July 18, 2010, for employees hired prior to August 1, 1993, who participate in the MBERP, the employee pension contribution shall increase by 2% of earnings, from 10% to 12% of earnings; Effective July 18, 2010, for employees hired on or after August 1, 1993, who participate in the MBERP, the employee pension contribution shall increase by 2% of earnings, from 8% to 10% of earnings. The additional two percent (2%) employee pension contributions described herein shall cease upon such additional pension contributions not being accepted by or imposed upon the American Federation of State, County and Municipal Employees (AFSCME) Local No. 1554 collective bargaining unit in its 2013-2016 collective bargaining agreement. In such an event, the cessation of the additional pension contributions for employees covered under the GSAF bargaining unit shall take effect upon ratification of the 2013-2016 collective bargaining agreement between the City and the American Federation of State, County and Municipal Employees (AFSCME) Local No. 1554. There shall be no retroactive compensation awarded for the purposes of this section.

1. Final Average Monthly Earnings (FAME)

a) For those employees who participate in the MBERP and are at normal retirement age or are 24 months or less from normal retirement age as of July 14, 2010, as defined by Ordinance 2006-3504, as amended, the Final Average Monthly Earnings (FAME) is at one-twelfth (1/12) of the average annual earnings of the employee during the two (2) highest paid years of creditable service.

b) For those employees who participate in the MBERP, and who are between 24 and 36 months from a normal retirement age as of July 14, 2010, as defined by Ordinance 2006-3504, as amended, the Final Average Monthly Earnings (FAME) means one-twelfth (1/12) of the average annual earnings of the employee during the three (3) highest paid years of creditable service.

c) For those employees who participate in the MBERP, and who are between 36 and 48 months from normal retirement age as of July 14, 2010, as defined by Ordinance 2006-3504, as

amended, the Final Average Monthly Earnings (FAME) means one-twelfth (1/12) of the average annual earnings of the employee during the four (4) highest paid years of creditable service.

d) For those employees who participate in the MBERP, and who are more than 48 months from normal retirement age as of July 14, 2010, as defined by Ordinance 2006-3504, as amended, the Final Average Monthly Earnings (FAME) means one-twelfth (1/12) of the average annual earnings of the employee during the five (5) highest paid years of creditable service.

2. Employees shall be eligible to enter the Deferred Retirement Option Plan (DROP) at the normal retirement age specified in the pertinent pension ordinance, and may participate in the DROP for a maximum of thirty-six (36) months for employees hired prior to July 14, 2010, and sixty (60) months for employees hired on or after July 14, 2010. Subject to actuarial verification that extending the DROP period for employees hired prior to July 14, 2010 does not result in an increased cost to the City, effective upon ratification of this collective bargaining agreement, all current and future employees participating in the DROP shall be entitled to participate in the DROP for a maximum period not to exceed sixty (60) months in total. Any employee who previously executed a form entitling him or her to enter the DROP for a period of less than sixty (60) months in total shall be given a one-time irrevocable election, within thirty (30) calendar days from the effective date of the conforming City ordinance amending the DROP period as set forth herein, to execute a new form extending his or her DROP period for up to sixty (60) months in total.

Notwithstanding the foregoing, nothing herein shall preclude an employee who is presently participating in the DROP from their continued active employment and termination of employment in accordance with their original DROP separation date.

3. Effective September 30, 2013, the option to purchase up to two (2) years of prior creditable service shall be eliminated for all employees covered by the GSAF bargaining unit.

4. <u>Employees Hired on or after July 14, 2010.</u>

The current benefits and member contributions provided by the MBERP shall remain in effect for employees hired on or after July 14, 2010, except as follows:

1) The normal retirement date is age 55 with at least thirty (30) years of creditable service, or age 62 with at least five (5) years of creditable service.

2) The early retirement date is the date on which the member's age plus years of creditable service equal 75, with a minimum age of 55.
3) The Final Average Monthly Earnings (FAME) shall be an average of the highest five (5) years of employment.
4) The benefit multiplier shall be two and one half percent (2.5%) multiplied by the member's years of creditable service, subject to a maximum of 80% of the member's FAME.
5) The retiree Cost of Living Adjustment (COLA) will be one and one half percent (1.5%) per year, with the first adjustment deferred to one (1) year after the end of the DROP.
6) The employee contribution will be 10% of salary.
7) The standard form of benefit is a lifetime annuity.
8) Members who separate from City employment with five (5) or more years of creditable service but prior to the normal or early retirement date shall be eligible to receive a normal retirement benefit at age 62.

B) Effective September 6, 2006, the parties agree that any bargaining unit member who previously elected or who elects to participate in the 401-A retirement program (in lieu of participating in the City's pension plan) shall be required to work at least ten (10) years before becoming eligible for any retiree health benefits from the City.

C) Any bargaining unit member who is eligible for retiree health benefits from the City must make a one time irrevocable election to continue receipt of health benefits via the City's plan at the time that the employee terminates City employment. Effective upon ratification, the parties also agree that if a member initially elects to continue under City health insurance, but thereafter discontinues or is discontinued from such coverage for non-payment of premium, the retiree may not resume coverage.

D) Employees hired on or after September 6, 2006, will be entitled to a City contribution against the cost of continued health insurance coverage in the City's health insurance plan after retirement (or separation) from City employment, as set forth in this section. Any employee hired on or after September 6, 2006, who then remains employed until reaching eligibility for normal retirement, and who elects to continue insurance coverage under the City's health plan, shall upon receipt of normal retirement benefits also receive an additional separate supplemental monthly stipend payment in the initial amount of $10.00 per year of credited service, up to a maximum of $250.00 per month until age 65, and $5.00 per year of credited service up to a maximum of $125.00 per month thereafter. There shall be no other City contribution toward the cost of continued health insurance coverage for such employees and this benefit shall be paid only during the life of the retiree.

ARTICLE 11
GENERAL PROVISIONS

Section 11.1. Discrimination. In accordance with applicable federal, state and local laws, the City and the Association agree not to discriminate against any employee on the basis of an individual's race, sex, condition related to sex (pregnancy) color, religion, national origin, age (40 and over), disability, marital status, familial status, citizenship, intending citizenship status, sexual orientation, political party affiliation, and/or Association membership.

Section 11.2. Meetings Between Parties. At the reasonable request of either party, the Association President, or his/her Representative, and the City Manager or his/her designee for Labor Relations, shall meet at least quarterly at a mutually agreed time and place to discuss matters of concern. Whenever time permits, the party requesting the meeting shall submit written notice of the subject matter to be discussed. Such notice shall be submitted one week in advance of the proposed meeting date. Whenever the Association President, or his/her Representative, makes suggestions or recommendations to the City Manager or his/her designee for Labor Relations, specifically concerning productivity of job safety, the City Manager or his/her designee for Labor Relations, will respond as appropriate.

Section 11.3. Work Rules and Incorporation of Personnel Rules. The City will provide the Association with a copy of any written rules that are instituted or modified during the term of this Agreement affecting employees in the bargaining unit. In the event the City desires to alter, amend, or modify existing written work rules, or promulgate new written work rules, the proposed changes will be submitted for review to a joint labor/management committee. The City shall have two (2) representatives and the Association shall have two (2) representatives on this committee, which will make recommendations to the City Manager. The proposed changes shall not become effective until a final decision of the City Manager has been rendered whose decision is not grievable. The Personnel Rules are incorporated herein, unless otherwise specifically provided for in this Agreement.

Section 11.4. Stress Reduction/Police Department's Public Safety Communications Unit. Those employees covered by this Agreement who work in the Miami Beach Police Department's Public Safety Communications Unit (PSCU), will be given a stress reduction training program provided by the City. The City will work with the Employee Assistance Program (EAP) in order to provide a special presentation. Such stress training will be a one-day stress seminar as given to sworn officers. Should an employee and/or management supervisor believe that an employee might benefit by being referred to the City's EAP, then the employee will be referred consistent with current policies. If an employee needs help beyond that offered by the EAP, then the EAP may require appropriate referrals for outside professional assistance.

Section 11.5. Labor/Management Committee. In order to strengthen the parties' labor/management relations, the Association agrees to participate with the City in labor-management committees to address the issues in Departments. Such committees may be requested by the Association or by the City (through the City Manager, Department Directors, or designees) to meet at mutually accepted times.

Section 11.6. Safety. The City agrees to provide, at no cost to the employee, any appropriate safety equipment required to be worn or otherwise utilized by the employee. This shall include such items as hard hats, gloves, etc. Those employees issued such equipment will be responsible for such safety equipment, and any loss or damage due to the neglect of the employee may require the employee to pay for the replacement of said City-issued equipment.

a) The City agrees to provide, upon request, up-to-date, non-glare screens for computer terminals.

b) The City shall evaluate and provide, upon request, a wrist rest, which will help alleviate the stress upon the hands and arms of those employees performing repetitive motion, to all persons who use computers for more than 50% of their workday.

c) The City will provide appropriate self-defense training to all Parking Enforcement employees.

d) The Association is encouraged to have its members volunteer to serve on the Department Safety Committees that are being organized in each City Department. The bargaining unit member serving on the City's Safety Committees will not suffer any loss of benefits or wages for attendance at regularly scheduled meetings during regular scheduled work time. No overtime will be paid for attendance at such meetings.

e) If there is a central, Citywide Safety Committee, the Association's President, or his/her designee, may be a member if he/she so requests.

Section 11.7. Bulletin Boards. The Association may, at its own expense, place a bulletin board in each department, not to exceed approximately three feet by two feet (3' x 2') in size. The Bulletin Boards shall be used for posting the following notices only:

a) Notices of Association Meetings.
b) Notices of Association Elections.
c) Reports of Association Committees.
d) Recreational and Social Affairs of the Association.
e) Any material of informational nature related to Government Supervisors Association of

Florida/OPEIU.

Materials, notices or announcements which contain anything political or controversial that might reflect upon the City, any of its employees, or any other labor organizations among its employees, or any materials, notices, or announcements which violate any of the provisions of this Section, shall not be posted.

Any materials that are posted which are not in conformance with this Section may be removed at the discretion of the City.

Section 11.8. Probationary Employees. A probationary employee who is dismissed without cause shall have the right to discuss with the appointing officer the reasons for such dismissal at a mutually agreed to time. Following such meeting, a probationary employee, if he/she so desires, shall have the right to further review the reasons for such dismissal with the City Manager or his/her designated representative at a mutually agreed to time. It is expressly understood, however, that the appointing officer retains the exclusive discretion with respect to the retention or dismissal of probationary employees.

Periods of absence shall cause the probationary period to be extended for an equal amount of time. At the request of the appointing authority, the City Managers designee for Human Resources may extend the probationary period for up to three (3) additional months provided that the reasons for extension are given to the employee in advance of the expiration of the initial probationary period. The City acknowledges the importance of giving timely performance appraisals and feedback to probationary employees.

Section 11.9. Notification in the Event of Transfer or Contracting Out. When the City contemplates entering into a contract with an outside supplier or service agency to perform services presently being performed by bargaining unit employees and such contract shall result in the lay-off of any bargaining unit employee, the City agrees that it will, upon written request, meet and discuss with the Representatives of the Union the effect of such contract upon members of the bargaining unit.

If the City enters into such a contract and, as a result thereof, an employee will be laid off, the City agrees to ask the Contractor to provide first consideration for such employee for any available work.

In the event that the employee is not employed by the contractor, the City will offer such employee another available job with the City, if there is a budgeted vacancy and the employee affected by the subcontracting is qualified to perform. Questions of qualification to perform the job duties shall be decided in the sole discretion of the City Manager's designee for Human Resources.

If there are no jobs available, the reduction in force provision contained in the Personnel Rules shall apply,

provided that such laid-off employee shall be recalled to work before the City hires new permanent employees to perform the work of the classification held by the employee at the time of the layoff.

This recall right shall exist for up to the individual's total service time with the City, but not to exceed two (2) years after the date of the person's layoff date, but such recall right shall cease as of two (2) years after layoff, or if the employee does not return to work as scheduled if he/she is offered a recall notice prior to the two (2) years.

It shall be the responsibility of the laid-off employee to notify the Human Resources Department when technical skills, training, and experience have been enhanced during the lay-off period, which may allow the individual to apply for another bargaining unit job with the City.

Nothing in this Section will be construed to limit the Association's right to bargain concerning the identified impact or effects of subcontracting out or transferring upon Bargaining Unit members.

Section 11.10. Seniority.

1) When vacations are scheduled, permanent vacancies or shifts are filled, or promotions are made to a position within the bargaining unit, seniority shall apply when all other factors are equal. For these purposes, seniority shall be measured by the length of time in the affected classification of the Bargaining Unit except:
    - For those members promoted on the same date, seniority will be determined by date of employment; and
    - For those members whose promotion date and date of employment are the same, seniority shall be determined by the higher score on the eligibility list.
    - For those members whose promotion date, date of employment and eligibility list scores are the same, seniority shall be determined by total service/longevity hours to date with the City.

2) Seniority will not apply in an emergency.

Section 11.11. Reduction in Force. When there is a reduction in the bargaining unit workforce, employees will be subject to the layoff procedure set forth in the City's Personnel Rules.

Section 11.12. Military Leave. Federal and State law concerning military leave govern the City and all employees represented by this Agreement shall receive the benefits of such laws.

Section 11.13. Pay Advances. An employee in this unit may request his/her pay check in advance of any

scheduled annual leave by submitting a written request to the Human Resources Director at least one (1) pay period prior to leaving on annual leave. However, the written request does not guarantee that the City will be able to provide the employee with a pay check in advance of any scheduled pay day. Approval for an advanced pay check will not be unreasonably withheld.

Section 11.14. Mentoring Program. Bargaining unit employees may request to participate in the City's Mentoring Program, as set forth in the Human Resources' Department policies and procedures, which may be changed from time to time or discontinued at the City Manager's discretion. Denial or disapproval of a request for participation in this Program shall not be grievable.

Section 11.15. Political Activities of Employees. Except as provided by Federal, State, County laws and/or City of Miami Beach laws, ordinances or rules including Personnel Rule I(b), the City shall not make, adopt or enforce any rule, regulation or policy;

a) Forbidding or preventing employees from engaging or participating in politics or from becoming candidates for public office; or

b) Controlling, directing or tending to control or direct the political activities or affiliations of employees.

It is understood that no political activities may be conducted by unit members during the employee's scheduled work day or with City equipment and/or City resources.

Section 11.16. Promotions. The term promotion as used in this Agreement means the advancement of an employee to a higher paying classification. Whenever a bargaining unit job opening occurs in any existing job classification or as a result of the development or establishment of a new classification, a notice shall be posted for no less than two (2) weeks.

Eligible and qualified employees who wish to apply for the open bargaining unit position may do so in writing and submit the application to Human Resources. If there is more than one (1) employee qualified for promotion to the bargaining unit job classification that have equal skill, ability and qualifications (factors to be considered include but are not limited to skill, ability, qualifications, interview score, disciplinary history, attendance history and performance evaluation scores) then seniority with the City shall apply. Seniority for the purpose of this subsection shall mean length of continuous service with the City.

ARTICLE 12
DRUG AND ALCOHOL TESTING

a) All employees are subject to random, unannounced testing for use of substances as set forth below. The use of legal controlled substances is permitted only when prescribed to the employee by a licensed health care provider and is properly used by the employee.

b) Upon reasonable suspicion by a division director, or higher, that an employee has used a drug as defined in Florida Statutes Section 44.102(1)(c), as that section may be amended or renumbered, and as listed herein; or has used alcohol in violation of any rule, order, policy, procedure, or law; or has used a legal controlled substance to the extent that his or her job performance is affected, shall be directed and required to submit to drug and alcohol testing. Any employee who has been in a vehicle crash with injuries and any employee returning to work after an absence of three months or more shall be required to submit to drug and alcohol testing prior to returning to duty.

c) All reasonable suspicion and post-accident test must be coordinated through the Assistant Human Resources Director for Labor and Employee Relations who is available 24/7 for this specific function. In his or her absence, the Risk Manager is the next person to contact. If both are unavailable, the Human Resources Director will assume responsibility for coordinating efforts.

d) Testing is subject to the following conditions:

1. An accredited, State licensed clinical testing laboratory will be selected by the City. A split specimen will be taken. If the results are positive, and the employee challenges the results, the second portion of the split specimen will be tested at another accredited, State licensed clinical laboratoroy of the employee's choice and at the employee's expense. One portion will be tested by each laboratory. All positive tests for illegal or controlled substances shall be confirmed by Gas Chromatography Mass Spectrometry (GC/MS) or equivalent testing method.

2. Testing for alcohol shall be by breath-testing unless the employee is or claims to be unable to provide an adequate sample. In such a case, a blood test will be performed. If the employee's breath test is positive, a confirmation blood test will be performed.

3. A breath alcohol level of 0.04 or higher and its equivalent blood test outcome shall constitute a positive result. Below are some of the substances tested for. The list is not all-inclusive and may be changed at any time by the City.

4. In all cases, the employee shall fully cooperate with testing, including executing any release or authorization necessary for tests or disclosures and including providing multiple specimens if needed.

Drug	Initial Test Level	GC/MS Confirmation Test Level
Amphetamine	1000 ng/ml	500 ng/ml
Barbiturates	300 ng/ml	150 ng/ml
Benzodiazepines	300 ng/ml	150 ng/ml
Cocaine metabolites	300 ng/ml	150 ng/ml
Marijuana metabolites	50 ng/ml	15 ng/ml
Methadone	300 ng/ml	150 ng/ml
Methaqualone	300 ng/ml	150 ng/ml
Methylenedioxyamphetamine (MDA) Analogues	500 ng/ml	250 ng/ml
Opiates	2000 ng/ml	2000 ng/ml
Phencyclidine	25 ng/ml	25 ng/ml
Propoxyphene	300 ng/ml	150 ng/ml
Hallucinogens of any kind	At any level	At any level

5. Any positive test or any refusal to submit to testing or to cooperate with testing (which includes adulterating a specimen or submitting a false specimen) including executing releases or authorizations and providing multiple specimens if needed, is grounds for immediate termination of employment.

e) This Article supersedes any agreement, memorandum of understanding, rule, procedure, or order to the extent of any conflict therewith.

f) Employees who have a CDL license are in the CDL random drug testing pool will not be part of the GSAF drug testing pool.

g. Employees testing positive may be offered the opportunity to enter into a "Last Chance Agreement" to continue their employment. Offering an employee, a Last Chance Agreement, in no way precludes the City from taking concurrent disciplinary action. The Agreement shall require participation in a rehabilitation program, unannounced follow-up testing for a period two (2) years and such other requirements as set forth by the City. The City reserves the right to terminate an employee without providing him/her with a Last Chance Agreement. Employees under a Last Chance Agreement who test positive shall be terminated from employment with the City and this is not grievable under the grievance procedure. Employees may be given no more than one (1) chance for substance abuse rehabilitation during employment with the City.

ARTICLE 13

TAKE HOME VEHICLE POLICY

To defray the operating expense incurred by the City as a result of the non-official use of take-home vehicles, employees shall be assessed a user fee. The user fee shall be a rate per mile multiplied by the number of round trip miles as shown by the vehicle's AVL between the employee's primary residence and the City limits. The rate per mile will be fourteen percent (14%) of the Internal Revenue Service standard business mileage rate, as amended from time to time.

Employees may not park their cars in a location so as to circumvent reduce the restrictions outlined in this section mileage determination outlined in this section.

The Union agrees that each bargaining unit employee who is assigned a take-home vehicle will purchase at his or her expense an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least $100,000, within 30 days of this effective date of this agreement. In addition, the employee must maintain an extended non-owned coverage endorsement or non-owner auto insurance coverage in the amount of at least $100,000, for so long as he or she is assigned a take-home vehicle. Employees who are initially assigned a take-home vehicle, subsequent to date of ratification of this agreement, shall be required to obtain and maintain an extended non-owner coverage endorsement or non-owner auto insurance coverage in the amount of at least $100,000, prior to vehicle assignment. Any employee without the required insurance coverage, as stipulated herein, may have the take-home vehicle privilege revoked at the City's discretion. If the insurance industry no longer provides the extended non-owner coverage endorsement or non-owner auto insurance coverage, there will be a re-opener in order for the City and Union to discuss the provisions set forth in this section only.

ARTICLE 14

MOUs AND SIDE AGREEMENTS

Effective upon ratification of this Agreement by the parties, all previously existing MOUs and side agreements are null and void, except for those attached hereto and incorporated herein as Appendix "A," specifically:

- Memorandum of Understanding providing for amendments to various water distribution related job descriptions, providing for the payment of related employee training and certifications, and other related provisions; executed on November 26, 2013.
- Side Agreement providing for tool reimbursement to Lead Mechanic and 5% emergency medical technician (EMT) supplemental pay to Beach Patrol Operations Supervisor; executed on May 25, 2005.
- Side Agreement providing the Crime Scene Supervisor with a take-home vehicle in lieu of standby pay; executed on October 17, 2003.

ARTICLE 15
TUITION ASSISTANCE

Subject to applicable Personnel Rules, leave ordinances and tuition practice administrative procedures, an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee.

Employees covered by the bargaining unit are eligible for the tuition assistance program as set forth in Resolution No. 2017-29714, adopted January 11,2017.

ARTICLE 16

SAVINGS

If any provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon issuance of such a decision or declaration which is not appealed by either party, the parties shall, following a request by either party, negotiate in good faith on a substitute article, section or portion thereof.

ARTICLE 17
ENTIRE AGREEMENT

The Association acknowledges that during negotiations resulting in this Agreement, it had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Association waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its Management's rights set forth in the Management Rights Article of this Agreement, (i.e., changing work hour schedule, transferring employees, laying off employees, etc., except as otherwise provided herein).

The parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term either by specific provision or by silence. If the Agreement does not prevent it, the City may take any action (or fail to take any action) it desires and shall have no obligation to bargain with the Association concerning the taking, or not, of the action; but may take unilateral action at the time it desires. The Association does not waive, and shall retain its right, to bargain with the City over the impact of any action taken by the City not set forth in this Agreement, but such impact bargaining shall not serve to delay Management's action until agreement or impasse is resolved concerning the impact at issue.

This Agreement may be amended by mutual agreement of the parties but any amendments must be in writing and signed by duly authorized Representatives of the parties before it will be effective.

ARTICLE 18

TERM OF AGREEMENT & REOPENER

This Agreement shall become effective upon City Commission approval and shall remain in effect until the 30th day of September 2018. Written notification, by either party, shall be required within no less than one hundred twenty (120) days prior to the expiration date of this Agreement indicating their desire to renegotiate the provisions of this Agreement. Negotiations shall begin no later than ninety (90) days prior to the expiration of the Agreement.

Executed by the parties hereto on the 16 day of September, 2019.

GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100

By: _____
Greg Blackman
GSAF President

By: _____
Donald D. Slesnick
GSAF Chief Negotiator

Gilberto Santana
Chief Steward

CITY OF MIAMI BEACH, FLORIDA

By: _____
Jimmy L. Morales
City Manager

Approved by vote of the City Commission, July 17, 2019.

_____
Dan Gelber
Mayor

ATTEST:

_____ 10/1/19
Rafael E. Granado
City Clerk

MIAMI BEACH INCORPORATED MARCH 26TH 1915

GOVERNMENT SUPERVISORS ASSOCIATION

OF FLORIDA, OPEIU, LOCAL 100

ELECTION OF REMEDY FORM

Grievance No._____

This form must be completed and signed at the first step of the grievance procedure.

Employee must elect, sign, and date only one of the two following choices:

1._____ I/We elect to utilize the Grievance Procedure contained in the current Agreement between the City of Miami Beach, Florida, and Government Supervisors Association of Florida, OPEIU, Local 100. I understand that this choice precludes my utilization of Option Number 2.

_____ _____

Employee Signature Date

2._____ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we permanently waive my/our contractual right to the Grievance Procedure contained in the current labor Agreement between the City of Miami Beach and Government Supervisors Association of Florida, OPEIU, Local 100. Any resolution of a grievance from another forum cannot be inconsistent with the terms of the collective bargaining agreement that is in effect.

_____ _____

Employee Signature Date