

**AGREEMENT BETWEEN  
THE CITY OF NORTH MIAMI BEACH, FLORIDA  
AND  
NORTH MIAMI BEACH, CITY EMPLOYEES  
LOCAL 3293, AFSCME**

**October 1, 2020 - September 30, 2023**

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Table of Contents

ARTICLE 1: AGREEMENT ..... 1  
ARTICLE 2: RECOGNITION..... 2  
ARTICLE 3: MANAGEMENT RIGHTS..... 4  
ARTICLE 4: NON-DISCRIMINATION..... 6  
ARTICLE 5: NO STRIKES..... 7  
ARTICLE 6: DUES ..... 9  
ARTICLE 7: UNION STEWARDS, UNION REPRESENTATION, AND SERVICES TO THE UNION ..... 11  
ARTICLE 8: LABOR-MANAGEMENT COMMITTEE ..... 16  
ARTICLE 9: SENIORITY, LAYOFF, RECALL..... 17  
ARTICLE 10: WORK SCHEDULE..... 20  
ARTICLE 11: OVERTIME ..... 22  
ARTICLE 12: MAINTAINING OF DISCIPLINE..... 26  
ARTICLE 13: GRIEVANCE PROCEDURE AND ARBITRATION ..... 28  
ARTICLE 14: LEAVE..... 32  
ARTICLE 15: HOLIDAYS ..... 37  
ARTICLE 16: GROUP INSURANCE ..... 40  
ARTICLE 17: HEALTH AND SAFETY PROGRAM ..... 42  
ARTICLE 18: UNIFORMS, CLOTHES, SHOES, EQUIPMENT AND PERSONAL ITEMS ... 44  
ARTICLE 19: PROBATIONARY PERIOD ..... 46  
ARTICLE 20: JOB DESCRIPTIONS AND TEMPORARY ASSIGNMENTS ..... 47  
ARTICLE 21: TRAINING AND TRAINING PROGRAMS..... 49  
ARTICLE 22: BULLETIN BOARDS ..... 51  
ARTICLE 23: SPECIAL AGREEMENT ..... 52  
ARTICLE 24: WAGE PROVISIONS ..... 53  
ARTICLE 25: DRUG AND ALCOHOL POLICY ..... 56  
ARTICLE 26: RETIREMENT..... 59  
ARTICLE 27: TERM OF AGREEMENT AND REOPENING..... 61  
ARTICLE 28: COMPLETE AGREEMENT AND WAIVER OF BARGAINING..... 62  
ATTACHMENT 1 ..... 64

## ARTICLE 1: AGREEMENT

Section 1 – Parties: This Agreement entered into on this 19th day of October 2021, by and between the CITY OF NORTH MIAMI BEACH, FLORIDA (hereinafter referred to as the City), and the NORTH MIAMI BEACH, FLORIDA, CITY EMPLOYEES, LOCAL 3293, AFSCME (hereinafter referred to as the Union). Said Agreement to be effective on the above date, provided that it has been ratified by the bargaining unit and upon ratification by the City Commission of North Miami Beach, Florida.

Section 2 - Mutual Cooperation: The Union and the City, jointly recognizing the need to perform maximum municipal services at minimum cost, and the difficult problems facing the City, hereby agree that the interest of both the employees and the City will best be served by attaining maximum efficiency and productivity. Therefore, the parties hereto agree to use their best efforts to create and maintain an atmosphere in which every employee can give a day's work for a day's pay. The Union agrees that the efforts of all employees are required to achieve these objectives and will cooperate to this end.

## ARTICLE 2: RECOGNITION

Section 1 — Parties Representatives: The City recognizes the Union as the sole and exclusive bargaining representative of the employees within the Bargaining Unit covered by this Agreement for the purpose of Collective Bargaining with respect to wages, hours of employment, and other conditions and terms of employment. The Union recognizes the City Manager, or his/her designee, as the representative of the City in all such matters.

Section 2 — Bargaining Unit: The Bargaining Unit covered by this Agreement is: all regular full-time and regular part time employees, as defined by the Public Employees Relations Commission Certification number 738, as follows: (see Article XI Sec 4 for (\*) explanation) in the classifications listed in Attachment 1 to this Agreement. All other employees of the City are excluded from this bargaining unit.

Employment of a person in a position regularly established without limitation as to the length of said employment shall be considered a regular appointment after completion of a probationary period if recommended by the appointing authority. Regular full time appointments are for positions that are scheduled for forty (40) hours per week. Regular full time positions are entitled to the benefits set forth in this Agreement.

Section 3 - Part time employment: Part time positions are those that are scheduled for twenty-nine (29) hours per week or less. Part time employees are not within the Civil Service of the City and are not covered by the Civil Service Rules.

Part time positions are not entitled to any of the benefits of this Agreement. Further, Part time positions in the Recreation Department may work over the twenty-nine (29) hours per week and during peak seasons: namely, the summer (mid-May through September), winter break and spring break without affecting their status as a Part time employee.

If part-time or temporary employees are hired by the City as regular full time employees, they will be given credit for the time served in completing their initial probationary period as a bargaining unit employee.

Section 4: It is agreed by the parties that, if new position classifications are created by the City, the question of inclusion or exclusion within the Bargaining Unit shall be determined by reference to the classifications listed in Attachment 1, after consultation with the Union Representative and the City Manager or his designee. If no agreement is reached, the party desiring inclusion or exclusion may petition the Public Employees Relations Commission.

Section 5: Employment of a person in a position for a limited or specified period of time of six (6) months or less is a temporary appointment. (Temporary appointments may be renewed as set forth in the Civil Service Rules). Temporary appointments are not covered by this Agreement and are not part of the bargaining unit. Seasonal employees (i.e., summer contract employees) and temporary employees are temporary appointments of the City classified as Part time C positions.

Section 6: The City agrees to limit the employment of "contract" employees to those positions outside the bargaining unit.

Section 7 — New Hires: New hires shall be given an electronic copy of the Civil Service Rules, the City's Policies and Procedures Manual.

## ARTICLE 3: MANAGEMENT RIGHTS

Section 1: The Union and its members recognize that the City has the exclusive right to manage and direct all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the exclusive right to:

- (a) decide the scope of service(s) to be performed and the method of service(s);
- (b) hire; fire, demote, suspend (or otherwise discipline) for just cause; promote, lay off, and determine the qualifications of employees;
- (c) reasonable transfer of employees from location to location and from time to time;
- (d) rehire employees;
- (e) determine the starting and quitting time and the number of hours and shifts to be worked, subject to Article 10;
- (f) merge, consolidate, expand or curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- (g) control the use of equipment and property of the City;
- (h) schedule and assign the work to the employees and to determine the size and composition of the work force;
- (i) fill any job on an emergency or interim basis not to exceed sixty (60) days;
- (j) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment;
- (k) formulate and revise rules and regulations, provided same are not inconsistent with this Agreement; and
- (l) have complete authority to exercise those rights and powers that are incidental to the rights and powers enumerated above.

Section 2: It is agreed and understood that the City has the right to determine the nature and to what extent the work required in its operation shall be performed by employees covered by this Agreement, and shall have the right to contract and/or subcontract any existing or future work. The City will notify the Union not less than sixty (60) days of the City's intent to contract and/or subcontract any existing or future work and will inform the Union of the estimated scope and duration of such work. This does not imply any limitation to the City's right to contract and/or subcontract such work. When contracting or subcontracting is necessary, the City agrees to make every reasonable effort to minimize the impact of such action by using reasonable efforts to place affected employees in other existing permanent positions for which there are vacancies and for which the employees are qualified. When contracting or subcontracting of work is necessary, the City further agrees to request that the contractor involved employ available employees or laid-off employees who are qualified; and to request that the contractor pay at least the equivalent of the wages of employees in the same classification of the City.

Section 3: The above rights of the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this collective bargaining agreement are retained by the City, except as specifically abridged, delegated, granted or modified by this Agreement.

Section 4: If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed to constitute a waiver of the City's right to exercise any or all of such functions.

## ARTICLE 4: NON-DISCRIMINATION

Section 1 - Union Membership as a Condition of Employment: It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the Union.

Section 2 — Union Membership Discrimination: The City agrees it will not discriminate against, coerce or intimidate any employee covered by this Agreement because of membership or non-membership in the Union, or for filing a grievance.

Section 3 — Other Forms of Discrimination: Neither the City nor the Union will discriminate against employees covered by this Agreement as to membership or representation because of race, color, creed, sex, age, national origin, or physical handicap.

Section 4 — Access to City Property: The Union agrees that no officer, agent, representatives or members of the Union will coerce, or intimidate any employee into joining the Union. The Union further agrees that it will not interfere with or condone any interference with the free and unrestricted right of any employee of the City to enter and leave City property.

Section 5 – Grievances: Refusal by the Union to process a grievance for an employee who is not a member of the Union shall not be considered discriminatory.



## ARTICLE 5: NO STRIKES

Section 1 – Prohibitions: There shall be no strikes, work stoppages, picketing, slowdowns, boycotts, or concerted failure, or refusal to perform assigned work by the employees or the Union covered under this Agreement and there will be no lockout by the City for the duration of this Agreement. The Union supports the City fully in maintaining efficient operations.

Section 2 — Discipline for Violations: Any employee who participates in, or promotes a strike, work stoppage, picketing, slowdown, boycott, or concerted failure or refusal to perform assigned work, may be disciplined or discharged by the City and the sole and exclusive jurisdiction to grieve such discipline or discharge shall be as provided in Article 13 of this Agreement, provided the arbitrator shall dismiss the grievance if he/she finds the employee violated any of the prohibitions set forth in this Article.

Section 3 — Irreparable Injury: It is recognized by the parties that the City is responsible for, and engaged in activities, which are the basis of the health and welfare of the citizens of the City and that any violation of this Article would give rise to irreparable damage to the City and the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive relief provided, however, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article, if neither the Union, nor any of its officers or agents, instigated, authorized, condoned, sanctioned, or ratified such action and, provided further, that the Union and its officers or agents have used every reasonable means available to prevent or terminate such actions.

Section 4 – Picketing: There shall be no picketing by the Union or members of the bargaining unit, provided however they may engage in informational picketing solely for the

purpose of conveying to the general public the Union's position in the labor dispute, subject to the following restrictions:

- A. picketing shall be confined to that area of the sidewalk immediately in front of the front plaza of City Hall;
- B. pickets shall be off duty and shall not be in City uniform;
- C. the public's unrestricted use of City facilities shall not be impaired;
- D. mass picketing (more than ten (10) pickets at any one time) will not be permitted; and
- E. the picketing does not interfere with or impede the ability of employees to perform their duties or the providing of City Services.

## ARTICLE 6: DUES

Section 1 — City Deduction: Upon receipt of a written authorization from an employee, the City agrees to deduct the regular Union dues of such employees from his/her regular pay and remit such deduction to the duly elected Treasurer of the Union, AFSCME, Council 79, 3064 Highland Oaks Terrace, Tallahassee, Florida 32301, within ten (10) working days from the date of the deduction. The Union will notify the City, in writing, thirty (30) days prior to any change in the regular Union dues structure.

Section 2 — Revocation of Authorization: An employee may revoke his/her union dues deduction authorization only by requesting such revocation upon 30 days written notice to the employer and the Union.

Section 3 – Indemnification: The Union 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 by the City under the provisions of this Article.

Section 4: It is agreed and understood that the City, through its Manager, department heads, division heads, supervisory employees and those employees not included in this bargaining unit, will take no action to either encourage or discourage membership in the Union. Assistance to any employee in the preparation of either Union membership or withdrawal forms shall constitute a violation of this provision.

Section 5 - People Deduction: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the union together with

an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

## ARTICLE 7: UNION STEWARDS, UNION REPRESENTATION, AND SERVICES TO THE UNION

Section 1 — Number of Stewards / Locations: The Union has the right to select employees from within the Bargaining Unit, as herein defined, to act as Union Stewards. The names of employees selected shall be certified, in writing, to the City Manager and the Human Resources Department by the Union. It is agreed to and understood by the parties to this Agreement that Union Stewards may, with prior approval of his supervisor, process grievances. The supervisor's approval shall not be unreasonably withheld. When given permission to leave the job to perform Union business, the Steward is to clock out, unless it is to attend a grievance or other meeting called by the City during the Steward's scheduled work day in which the Steward shall remain on the clock. It is agreed to and understood by the Union, that Union Stewards shall process grievances in such a manner as to not disrupt normal City activities and services. An employee may be designated as a Union Steward and be a member of the Union's Executive Board, but must be designated as a Union Steward in order to process grievances as provided in this paragraph.

There may be one (1) Union Steward from each of the following locations:

City Hall	17011 N.E. 19th Avenue North Miami Beach, Florida
Parks & Recreation Department	17051 N.E. 19 <sup>th</sup> Avenue North Miami Beach, Florida
Public Services Administrative Offices	17050 N.E. 19th Avenue North Miami Beach, Florida
Public Services Operations Center	2101 N.E. 159 <sup>th</sup> Street North Miami Beach, Florida
Public Works	1965 N.E. 151 <sup>st</sup> Street North Miami Beach, Florida

Wastewater	17820 N.W. 29 <sup>th</sup> Court Miami, Florida
Norwood Water Plant	19150 N.W. 8th Avenue Miami, Florida
Police Department	16901 NE 19th Ave, North Miami Beach, Florida

**Section 2:** The City agrees that the person designated as Steward shall remain on the job as long as there is work in their classification. In no event shall the City discriminate against a Steward or lay the Steward off or discharge the Steward for any reasonable and lawful action taken by the Steward in the proper performance of his duty as a Steward. A Steward shall not be laid off unless all employees in the like classification have been laid off and in the event the Steward is laid off, the Steward shall be the first person to be re-employed.

**Section 3 - Timely Investigation:** Every effort shall be made, by both the City and the Union, to allow Union Stewards to investigate grievances as rapidly as possible, preferably on the same day as the grievance becomes known and at least within three (3) working days.

**Section 4 — Union Representatives:** Non-employee Union Representatives, including Business Representatives, shall be certified, in writing, to the City Manager by the Union. The Union agrees that activities by the Union Representatives shall be carried out in such a fashion as not to interfere with normal work production and they shall not enter work areas without the permission of the managerial employee responsible for the area the representative wishes to visit.

**Section 5:** The City shall provide two hundred forty hours (240) of paid leave annually to be used by the Union in order to attend state or national AFSCME/Union Conventions as well as any other AFSCME/Union related business. In order to use paid leave, the leave must be requested at least two (2) weeks in advance for leave of eight (8) hours or more. Approval for use of paid

leave for periods of less than eight (8) hours will normally be approved with four (4) hours' notice. Unused leave time will roll over from year to year.

Section 6 — Employee Information: Upon request, the City agrees to furnish to the Union, electronically or by hard copy, a copy of the names, addresses, telephone numbers, job classification, department, division, and current pay rate of all employees in this Unit quarterly. All new hire information will likewise be forwarded to AFSCME upon request.

Section 7 - Other Information: The City agrees to notify the Union in writing as early as practicable, of any public hearing in which personnel matters relative to this Unit are to be the subject of discussion. To facilitate this section, the City agrees to furnish the Union the following documents and publications:

Civil Service Board Agendas and Minutes

Civil Service Eligibility List

Civil Service Job Announcements

New Classification Specifications

Proposed and Final Annual Budget and Pay Plan

1 Set of Current Job Descriptions

A copy of the AFSCME Agreement on the City's Intranet site, "Inside NMB"

A copy of the AFSCME Agreement via CD or the equivalent and a hard copy for each division

The City shall make other public documents available to the Union upon proper request at the same terms it supplies them to the public; provided, the City will not charge the Union for the first ten (10) pages of a document properly requested.

Section 8: Four (4) employees from the unit will be permitted to attend contract negotiations on City time.

Section 9: The Union shall receive a written invitation to attend all orientation programs sponsored by the City in each department covered by this Agreement.

Section 10 — Union Pool Time: Employees may contribute up to eight (8) hours of earned annual leave each year to a Union Pool Time Bank. The contributions shall be voluntary and shall be made during the months of November and April each year. Union pool time may be utilized to avoid the loss of pay when permission is granted to clock out for any of the following purposes:

- A. Preparation for and participating in collective bargaining, the contractual grievances and arbitrations.
- B. Attending meetings and conventions relating to union business.
- C. Engaging in other Union related activities.

Administration of the Union Pool Time Bank shall be the sole responsibility of the Union and the only responsibility of the City is to transfer the earned annual leave upon the employee's written authorization to the Union Pool Time Bank and to pay employee's from the Bank upon a written request from the Union President or his/her designee specifying the hours, rate and activities for which the employee is to be paid.

Section 11 — Information to Employees: Upon completion of the bargaining process and the ratification of this Agreement, the City shall cause to have printed twenty (20) copies of the signed and ratified Agreement and will provide via CD or its equivalent a copy of any departmental procedural directives. The City will provide to the Union via CD, or its equivalent, a hard copy of the collective bargaining agreement, any rules, regulations, policies or departmental procedural directives applicable to bargaining unit employees. Each division of each department will also make one (1) hard copy of any departmental procedural directives, rules, regulations and policies applicable to employees easily accessible to employees within the division. Access to the



collective bargaining agreement will be made available for each department by electronic means or hard copy.

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## ARTICLE 8: LABOR-MANAGEMENT COMMITTEE

Section 1 — Departmental Committees: There shall be a Labor-Management Committee formed within each department affected by this Agreement. Said Committee shall consist of one (1) bargaining unit members designated by the Union and of one (1) member of management designated by the head of each affected department. By mutual agreement, the parties may each have up to three (3) bargaining unit members and three (3) members of management at meetings of larger departments. The City Manager or his/her designee may also participate in all such meetings. In the event the City Manager or his/her designee chooses to participate in a meeting the Union will be permitted to select one (1) additional bargaining unit employee to participate on the Committee for that meeting.

Section 2 — Meetings: Each department Labor-Management Committee shall meet as needed by mutual consent. These meetings shall be held during working hours, without loss of pay. The purpose of these meetings will be to discuss problems and objectives of mutual concern.

Section 3 - City Manager: Upon mutual agreement, there shall be a Labor-Management meeting every six (6) months between the City Manager and the Union President to discuss general topics of interest. Each may be accompanied by up to two (2) other persons unless the parties both agree otherwise.

## ARTICLE 9: SENIORITY, LAYOFF, RECALL

### Section 1 — Definition / Accumulation:

- A. Bargaining unit seniority shall mean the length of continuous service an employee has with the City beginning with the date he/she was hired so long as the employee has been carried for payroll purposes as a full time bargaining unit employee.
- B. NMB Water team members that were rehired during the 2020-2021 insourcing of NMB Water – Employees that had continual employment with the City shall also be credited with seniority earned prior to outsourcing. This provision shall not apply to probationary period or waiting period for utilization of accruals.

Continual employment shall be defined as an employee that worked for NMB Water prior to outsourcing, transitioned/transferred directly to contractor (Jacobs), and rehired during insourcing of services without any break in service.

- C. Bargaining unit seniority will continue to accrue during all types of City of North Miami Beach approved leave except for leave of absence without pay for more than thirty (30) days, which shall cause this date to be adjusted for an equivalent period of time. Leave of absences without pay for less than thirty (30) days shall not cause the bargaining unit seniority date to be adjusted.

Section 2: If it is necessary to reduce the workforce, layoffs will first be by type of position within the division, as follows: temporary appointments, provisional appointments, substitute appointments, part time appointments, full time probationary appointments, and regular full time appointments. If it is necessary to layoff regular full time employees, bargaining unit seniority by division, by classification, will be used for the purpose of layoff and recall and for other purposes as provided in this agreement. Regular full time employees are the only employees entitled to recall. The other types of employees within the City (i.e., temporary, provisional, substitute, Part Time) do not have recall rights. Nothing herein shall adversely affect a laid-off full-time employee's right to displace another employee with less bargaining unit seniority in an equal or lower bargaining unit position, which he or she is qualified.

Section 3: An employee affected by a reduction in force shall have the right to displace another employee with less bargaining unit seniority in any equal or lower bargaining unit position, provided the retained employee has satisfactorily completed the probationary period in the equal or lower job classification, is technically qualified, and physically capable of performing the duties of the position.

Section 4 – Recall: Regular full time employees are the only employees entitled to recall and they shall be recalled in their job classification in the department in reverse order of their layoff. Recall rights shall expire after twenty four (24) months.

Section 5: Any employee who accepts a lower paid position shall retain their eligibility for longevity pay as previously attained in the old position.

Section 6 — Recall Procedure: When a vacancy occurs within the bargaining unit, the Human Resources Department will send a certified letter of notice to the employee eligible for recall at the last known address he/she filed with the City with a courtesy copy to AFSCME. Further, the City agrees not to hire new employees while laid off employees qualified to perform the job remain on the recall list. The recalled employee shall also be credited with seniority earned prior to layoff. However, the time spent on layoff, except for time spent on a layoff for less than thirty (30) days, shall not be credited in the calculation of benefits.

If an employee refuses to return to work on the classification for which he or she is recalled for, or if no response is received within ten (10) working days after the notice of recall is sent, such employee's recall rights are forfeited. The employee would still be eligible for employment with the City, but not on a preferential basis.

Section 7 — Recall List: The Human Resources Department will maintain a recall list of regular full time employees based on department, by classification, by bargaining unit seniority. Seniority lists by department, by classification, shall be furnished to the Union, and shall be kept

posted in each department that has bargaining unit members. Such lists shall be provided to AFSCME by Human Resources by January 1st and June 1st of each year. In preparing seniority lists, when it is impossible to determine the proper order by date of hire or length of service with the City, then the names shall be listed in alphabetical order by surnames.

Section 8 — Severance in Lieu of Notice: All employees shall receive at least two (2) weeks' notice of layoff or, in lieu of notice, two (2) weeks' pay at his/her regular rate of pay. AFSCME shall be furnished copies of all layoffs at the same time as the laid off employee receives notice.

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AFSCME

## ARTICLE 10: WORK SCHEDULE

Section 1 —Work Hours: The standard workweek shall consist of seven (7) consecutive twenty-four (24) hour "days" coinciding with the "pay period" week, Thursday through Wednesday.

Section 2 – Hours: The standard number of working hours during any standard workweek will normally be forty (40) hours. This Article is intended to be construed as establishing a basis for overtime and shall not be construed as a guarantee of hours of work per day or week.

Section 3: The City will not change employee's work schedules to avoid the payment of overtime.

Section 4: No change in the number of days of work per week, or number of hours of work per day, shall be made without prior consultation and written notification with the Union.

- A. The City agrees to continue scheduling employees engaged in "residential" and "commercial" sanitation collection on a task assignment basis, a "task" being defined as when all scheduled collection for the day has been completed on all routes. This means that the City shall have the right to direct crews who have completed their route to assist other routes in completing their collection.
- B. It is recognized that from time to time the City may need to change permanently the employees' hours and/or days or work, routes, methods of sanitation collection and/or otherwise make alterations to the employees' work schedule. The City may formulate and implement any such changes in its discretion provided that it first discusses them with the Union and notifies the Union in writing. Any such changes made by the City will be subject to the grievance/arbitration procedure of this Agreement. However, an arbitrator's jurisdiction is limited to determining whether the City is maintaining a task assignment. If so, then the City's "changes" must be upheld. If not, the arbitrator nevertheless has no jurisdiction to impose any particular work schedule. Rather, the City will then have ninety (90) calendar days which to implement a work schedule that is consistent with a task assignment. The Union may challenge this "new" schedule, but only as provided herein above.

Section 5 — Days Off: All regular full time employees shall receive two (2) consecutive or three (3) days off at the completion of five (5) consecutive days or four (4) days of work, whichever applies. In Monday to Friday operations, these days off shall be Saturday and Sunday. In seven (7) day per week operations these days off shall be either Friday and Saturday, Saturday and Sunday, or Sunday and Monday. Due to scheduling necessities, Library Personnel, Recreation Personnel, Water Plant Operators, Crime Scene Technicians, Code Compliance and Public Works employees may be exempted from the provisions of this Section based on operational needs.

Section 6 — Shift Assignment Change: Employees shall be notified in writing at least fourteen (14) calendar days in advance of any change in their assigned shift except Recreation Personnel, Crime Scene Technicians, and Library Personnel which may receive less notice due to scheduling necessities.

Section 7 — Lunch Breaks: Employees will have a sixty (60) minute unpaid lunch break. The timing of said lunch period will be determined at the discretion of the employee's department head.

## ARTICLE 11: OVERTIME

Section 1 – Overtime: An employee shall be compensated at one and one-half (1-1/2) times his/her normal base hourly rate for time worked in excess of forty (40) hours in a week, provided however, that overtime shall first be certified by an authorized representative of the City as being necessary.

A. The majority of classifications in the bargaining unit are assigned to a forty (40) hour week and such is considered their normal workweek. Where employees are serving in positions wherein they are required to work varying schedules, as necessary to accomplish the required work, overtime compensation provisions will not apply. In classifications where the normal work schedule assigned is over forty (40) hours, salaries are set at a level to compensate for this factor and overtime compensation provisions will not apply, unless the total worked is in excess of the prescribed normal work schedule.

B. Overtime compensation will not be paid, unless the normally scheduled workweek is actually worked in full. Early completion due to planned incentive scheduling shall not constitute the normal work-day or normal work-week. However, paid holiday leave and annual leave (but not sick leave) shall be included as part of the normal workweek for purposes of computing eligibility for overtime payment.

Section 2 - Call Out Pay: There will be no guaranteed minimum for regularly scheduled overtime.

- A. Employees who are called from home to work and who actually report as requested, shall be guaranteed three (3) hours' pay at one and one-half (1-1/2) their regular straight time rate of pay.
- B. Employees who work emergency overtime, and who complete their task within the guaranteed call back hours, will not be required to remain on-duty for the full three



(3) hours. No additional compensation will be paid for other call backs within the three (3) hours.

- C. An employee who works two (2) or more hours beyond his/her normal work day shall be allowed one-half (1/2) hour for mealtime without loss of pay.

An employee called to work at least three (3) hours before his/her normal starting time shall be allowed one-half (1/2) hour break with no loss of pay, provided he/she completes his/her normal shift. Non-Exempt Supervisory personnel, unless on regular duty, will not perform work which is ordinarily performed by Bargaining Unit employees in order to avoid payment of overtime to Bargaining Unit employees.

**Section 3 - Overtime Assignments:**

- A. Overtime work shall be offered according to seniority in the division on a rotating basis. Qualified employees who decline an offer of overtime work shall be placed at the bottom of the seniority rotation roster. In the event all employees decline overtime, it shall be assigned to the least senior qualified employee at the discretion of the Department Head.
- B. In cases of an emergency condition, when an employee is dispatched or is onsite/route the employee must remain on-site/route until properly relieved even though the employee may be working beyond his/her scheduled work shift and will be paid in accordance with the FLSA. Grieving any issues relating to this Section shall not be grounds for not adhering to this Section.

**Section 4 – Disasters:** In the event the City Manager declares an emergency condition due to a disaster, or in preparation for a potential disaster such as a hurricane, or other unforeseen event, such declaration being made at his sole and exclusive discretion, employees who are informed by their department head to remain at work or to report to work during the emergency will be compensated at two and a half (2 1/2) times their normal rate of pay for the duration of the emergency condition. Employees who are sent home on the day the emergency condition is declared will receive their normal pay for the remainder of that day. Employees who are directed by their department heads not to report to work on subsequent days of the emergency will be paid as follows:

- A. The first five days that a civilian employee would have been scheduled to work and is unable to do so as determined by his/her department head, will be paid by the City at the civilian employee's normal rate of pay. These hours of compensation may not be used towards meeting the 40 work hour requirement for overtime purposes.
- B. If the condition as declared by the City Manager continues beyond the initial five (5) day period and department heads are still not able to direct their civilian employees to return to work, they must then use accrued sick or annual leave time if they wish to continue to receive weekly compensation.
- C. Since normally they would not have been scheduled to work, civilian employees who are already on vacation or using sick hours, during or when the emergency is declared, are not eligible to be paid by the City for the hours described in paragraph a., above. They will continue to use their pre-arranged vacation or sick time. If said employee is scheduled to return to work, they will be subject to a. or b. whichever applies.
- D. On May 1<sup>st</sup> of each year the City shall establish and display a list of job classifications designated as essential in case of emergency. The City reserves the right to modify said list as necessary.

Section 5 — Overtime List: City will provide a monthly overtime list including new hires list for previous month, in accordance with seniority in each department indicating the relative seniority of each employee by classification and division within a department. This list shall be posted in a conspicuous location and periodically updated as required by personnel activity.

Section 6 — Return to Work for Disciplinary/Corrective Action: When employees are required to return to work for corrective or disciplinary action, they shall be entitled to overtime compensation beyond his/her regular shift. However, an employee who has not worked a forty (40) hour workweek shall be compensated at the regular straight time rate until the forty (40) hours has accrued.

Section 7 — Appearance on Behalf of the City: If an employee is required to appear on behalf of the City at any administrative proceeding or court proceeding, the employee will be paid their regular straight-time rate of pay. If the employee has already worked a forty (40) hour

workweek and attendance at such proceeding would cause the employee to exceed forty (40) hours in the workweek, the employee will be paid their overtime rate for any time spent over forty (40) hours. This provision shall not be interpreted to provide payment to an employee for appearance at proceedings brought by the employee against the City.

Section 8 — Witness Fees: If an employee is required to appear on behalf of the City at any administrative proceeding or court proceeding, and the employee receives a witness fee, the employee shall be entitled to keep the witness fee. If the employee receives reimbursement for mileage, such reimbursement shall be provided to the City only if the employee used a City vehicle for transportation to and from the proceeding.

## ARTICLE 12: MAINTAINING OF DISCIPLINE

Section 1: Whenever an employee violates any rule, regulation, or policy, or upon discovery of the violation, the employee shall be notified by his/her supervisor of said violation within twenty-one (21) days. An informal discussion with the Union representative and the employee prior to the issuance of any disciplinary action will be conducted if requested by the employee. It is the responsibility of the employee to assure the Union representative's attendance at such meeting; the supervisor shall delay such meeting to allow a reasonable time (within one week) for the Union representative (shop steward) to be present. Prior to any action more serious than a written reprimand, a pre-disciplinary hearing will be conducted by the Department Head or his designee and written charges will be presented to the employee.

Section 2 - Notice of Disciplinary Action: The City agrees to promptly furnish the Union with a copy of any disciplinary action notification against an employee in this Bargaining Unit.

Section 3: The City agrees that all performance reports, evaluation statements and the employee counseling report will have a place designated for the employee's signature and will provide a space for an employee to comment on the content of the form report. After presenting aforementioned form to an employee, the City shall provide the employee a maximum of three working days to prepare a response if he/she so desires. There shall be no performance report, evaluation statement, or employee counseling report in an employee's personnel folder, unless the employee has been given a copy at the same time it is placed in the file.

Section 4: The employee shall have the right to representation on any matter, including discussions on disciplinary action.

Section 5: Employees shall have the right to respond in writing to all letters of reprimand and shall have that response placed in his/her personnel folder, attached to the letter to which it responds.

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## ARTICLE 13: GRIEVANCE PROCEDURE AND ARBITRATION

### Section 1 — General:

- A. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of the grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.
  
- B. It is understood and agreed by the parties that this grievance/arbitration procedure is intended to be the sole and exclusive method of resolving grievances. Accordingly, employees covered by this Agreement may no longer file a grievance pursuant to Civil Service Rules Chapter 13, Sections 13.01 and 13.07 nor to City Charter, Article 13, Department of Personnel, Section 79 (Appeals) and, therefore, the Civil Service Board shall not have jurisdiction to hear any grievance filed by a bargaining unit employee (i.e., whether it is a grievance over discipline or any other matter).

Section 2 — Definition of a Grievance: A grievance is restricted to a claim by the Union that a specific provision or provisions of this Agreement has been violated, misapplied or misinterpreted.

Section 3 – Timelines: Time is considered to be of the essence for the purposes of this Article. Accordingly, any grievance not submitted or processed by the grieving party in accordance with the time limits provided below shall be considered conclusively abandoned. Any grievance not answered by management within the time limits provided below will automatically advance to the next higher step of the grievance procedure, unless waived by mutual consent.

Section 4 - The Grievance Process: Grievances shall be presented in the following manner:

Step 1:

The employee, with or without the Union representative or Steward, shall first take up his/her grievance with his/her immediate supervisor within seven (7) working days of the occurrence of the event(s) which gave rise to the grievance, or when the Union knew or should have known of the grievance, whichever first occurs. Such grievance shall be presented to the supervisor in writing, shall be signed by the employee, and shall specify: (a) the date of the alleged grievance; (b) the specific article or articles of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the relief requested. If within seven (7) working days of the presentation of the grievance the dispute has not been satisfactorily resolved, the employee may proceed to Step 2.

Step 2:

In the event that the Union is not satisfied with the disposition of the grievance in Step 1, the Union shall have the right to appeal his/her immediate supervisor's decision to his/her Department Head within seven (7) working days of the date of issuance of the immediate supervisor's decision or the last day for such a decision, whichever comes first. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the Union requesting that the immediate supervisor's decision be reversed or modified. The Department Head shall, within seven (7) working days of the appeal (or for such longer period of time as is mutually agreed upon) meet with the employee. Within seven (7) working days of this meeting (or for such longer period of time as is mutually agreed upon), the Department Head shall render his/her decision in writing.

Step 3:

In the event that the Union is not satisfied with the disposition of the grievance in Step 2, the Union shall have the right to appeal the Department Head's decision to the City Manager within seven (7) working days of the date of issuance of the Department Head's decision or the last day for such a decision, whichever comes first. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the employee requesting that the Department Head's decision be reversed or modified. The City Manager, or his/her designee, shall, within ten (10) working days of the appeal (or for such longer period of time as is mutually agreed upon); review the decision and all evidence submitted by the employee and the Department Head; and render his/her decision in writing.

**Section 5 — General Grievances:** Where a grievance is deemed, by mutual agreement between the City and the Union, to be general in nature in that it applies to a number of employees having the same issue to be decided, or if the grievance is directly between the Union and the City, it shall be presented directly to the Second or Third Step of the Grievance Procedure, whichever is appropriate, within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved employees or the Union representative on their behalf.

**Section 6 Arbitration:** In the event a grievance processed through the grievance procedure has not been resolved at Step 3, above, the Union may request that the grievance be submitted to arbitration within fifteen (15) working days after the City Manager, or his/her designee, renders a written decision on the grievance. The parties shall jointly request the Federal Mediation Conciliatory Service to furnish a panel of seven (7) names. The selection of a neutral arbitrator shall be in accordance with the procedures of the Federal Mediation Conciliatory Service with each party alternately striking an arbitrator's name. Each party may strike two (2) entire panels.

**Section 7 — Arbitration Procedure:** The City and the Union may mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his/her consideration and determination to the written statement of the grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, except to the extent as specifically provided herein.



Section 8: The arbitrator may not issue declaratory opinions and shall confine himself/herself exclusively to the question which is presented to him/her, which question must be actual and existing.

Section 9 – Expenses: Each party shall bear the expense of its own witnesses and of its own representative(s) for the purpose of the arbitration hearing. Upon advance notice being given, the City shall make appropriate arrangements to excuse from work necessary witnesses. The impartial arbitrator's fee and related expenses and expense of obtaining a hearing room, if any, shall be equally divided between the parties. Any person desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share such costs.

Section 10 Decision: Upon conclusion of the hearings, the arbitrator shall render his/her decision within thirty (30) days. Such decision shall set forth the arbitrator's opinion and conclusion on the issue(s) submitted. The arbitrator's award shall be final and binding on the parties. Copies of the award shall be furnished to both parties.

Section 11 — Probationary and Part-Time Employees: Probationary and part time employees shall have no right to utilize this grievance procedure for any matter concerning discharge, suspension or other discipline.

Section 12: The Union shall not be required to process grievances for employees covered by this Agreement who are not members of the Union.

## ARTICLE 14: LEAVE

Section 1 - Annual Leave: All full time employees will earn ninety-six (96) hours of annual leave each year at the rate of one (1) day (8 hours) per calendar month. Leave may be utilized for vacation or personal purposes by the employee after it has been earned; an employee may not draw upon future leave earned. All use of annual leave, other than in an emergency situation, must be requested and approved by the employee's Department Head in advance of use per Civil Service Rule 12.13. Prepayment of salary for vacation purposes will be made, provided there is sufficient leave accrued to cover the vacation period, it is approved by the Department Head, and is submitted to the Human Resources Department not less than three (3) weeks in advance of the date requested for the advance payment.

Probationary employees will earn leave at the rate indicated above; however, during the first six (6) months of the probationary period they may not utilize any of this leave. Further, in the event of termination prior to completion of the first six (6) months of the probationary period, all leave so earned is forfeited.

Section 2 - Service Leave: Full time employees who have completed six (6) years of continuous service with the City will earn an additional eight (8) hours of annual leave; employees with ten (10) continuous years of service will receive twenty four (24) hours of annual leave; employees with fifteen (15) years of continuous service will receive thirty two (32) hours of annual leave; employees with twenty (20) years of continuous service will receive forty (40) hours of annual leave.

Section 3 - Annual Leave Accumulation and Carryover: All annual leave may be accumulated up to a maximum of 250 hours. Employees will not be allowed to cash in any unused annual leave until separating from the City. For employees having more than two hundred and

fifty (250) hours of accumulated leave on January 1, 2013, the maximum amount of leave shall be grandfathered in as the number of hours in the employee's leave account on January 1, 2013, up to a maximum of four hundred (400) hours. For subsequent years, the maximum allowable accumulated leave balance shall be the lowest balance in the employee's account as of January 1, 2013, or any year thereafter. If the balance on January 1 of any year should drop below two hundred and fifty (250) hours, the maximum accumulation shall be two hundred and fifty (250) hours.

Section 3(a): Upon separation of employment, payment for annual leave will be at the employee's current rate of pay.

Annual leave may be temporarily accumulated above the allowable maximum during the course of a calendar year, however, any such leave not taken by December 31 of the year in which it was earned will be forfeited.

Section 4 - Reporting on Leave: Each employee will receive an annual balance sheet indicating leave earned, leave used, and any balance left. The official record of annual and sick leave credits is maintained in the Human Resources Department.

Section 5 - Scheduling of Leave: Annual leave will be scheduled in accordance with the desires of the employee, subject to the following:

- (a) leave must have been earned prior to the date of utilization;
- (b) the needs of the Department must be met;
- (c) strict seniority by classification will be the determining factor in choice of leave dates between employees provided, if an employee had his/her vacation request approved, a senior employee's later request for the same vacation time will be denied unless management determines both employees can have the same vacation time.



**Section 6 - Sick Leave:** All full-time employees will earn ninety-six (96) hours of Sick Leave each year at the rate of eight (8) hours per calendar month. Leave may be utilized for the following purposes only:

- (a) for personal or family illness (as per Section (c) below) or injury, including pregnancy, or pregnancy related illnesses, and any reason that qualifies for family and medical leave. Verification of illness by a certified physician may be requested for any illness or injury absence of three (3) days or more; verification of illness or injury by a certified physician may be required.
- (b) for personal visits to a physician or dentist that cannot otherwise be arranged during off duty hours; permission must be obtained forty-eight (48) hours in advance of appointment, except in emergency situations.
- (c) employees are entitled to City paid leave of up to three (3) days when no travel outside of the State of Florida is needed and up to five (5) days when travel outside the State of Florida is needed for bereavement purposes. Sick leave may also be used for bereavement reasons, due to a death in the employee's immediate family; immediate family is defined as parent (by blood or legal adoption), spouse, child (by blood or legal adoption), brother, sister, grandparents, or in-laws residing in the same household.

**Section 7 - Sick Leave Accumulation:** All unused or unconverted sick leave shall be accumulated in a "sick leave bank." The accumulation of sick leave shall be unlimited. However, upon separation, employees are subject to a sick leave maximum compensable balance of 600 hours. Upon separation from employment, payment for sick leave will be at the employee's current rate of pay.

As of August 14, 2013, the rate of payment due to an employee upon separation from the City for accumulated sick leave, shall be in accordance with the following schedule:

Date of hire to 2 ½ half years of service.....	0%
2 1/2 half years to 10 years of service.....	15%
10 years to 15 years of service.....	25%
15 years to 20 years of service.....	40%



Over 20 years of service.....50%

Employees who were employed before August 14, 2013, are grandfathered in at their then-current percentage rate, but will only be permitted to advance based upon the new rates outlined above. For example, an employee who was employed for fourteen (14) years on August 13, 2013, is grandfathered in at the rate of fifty percent (50%), and will be maxed out at that percentage rate. A nine (9) year employee (as of August 13, 2013) will be grandfathered in at the rate of twenty five percent (25%), and will be eligible to accrue up to forty percent (40%) or fifty percent (50%) based on their subsequent years of service with the City. Any payment made for use of sick leave during the course of an employee's normal employment shall be made at the then current rate of pay.

Probationary employees will earn leave at the rates indicated above; however, during the first six (6) months of the probationary period, they may not utilize any of this leave. Further, in the event of termination prior to completion of the first six (6) months of the probationary period, all leave so earned is forfeited.

Section 8 - Official Leave: Full time employees will be granted official leave (time off with pay) for the purposes of jury duty service and to attend official or educational meetings as directed by the City only. Such time off will not be charged against the employee's Annual or Sick leave accounts. Jury fees may be retained by the employee.

Section 9 - Military Leave: The City of North Miami Beach is governed by Federal and State Law concerning military leave and all employees covered under this agreement shall receive the benefits of such laws.

Section 10 - Workers' Compensation: In the event a regular full time employee suffers an injury arising out of the course of his/her employment, he/she shall be entitled to receive benefits subject to the following conditions:



- (a) The injury must be attributable to the employee's occupation in the City and be considered as such under the administrative code and rules and regulations of the Workers' Compensation Statute of the State of Florida.
- (b) All Workers' Compensation Medical Benefits and Leave will be provided in accordance with the applicable Workers' Compensation law of the State of Florida.

**Section 11 - Leave Without Pay:**

- (a) A permanent employee may be granted Leave of Absence without pay for a period not to exceed six (6) months, provided it is first requested and then approved in advance by the Department Head and the City Manager. The decision of the City Manager is final and binding. Extensions for up to an additional six (6) months may be made, subject to these same prior approvals. Under no circumstances will a Leave of Absence Without Pay exceed one (1) year except as provided by Federal Law for Military Services.
- (b) Leave without pay, up to thirty (30) days, may be granted by the City Manager or his designee. Employees will not accrue benefits for unpaid leaves in excess of thirty (30) calendar days.
- (c) Requests for unpaid sick/maternity/adoption leave shall be subject to the provisions of the Family Medical Leave Act (FMLA).
- (d) Leave of Absence may be granted to a permanent employee to enable him/her to take an appointment in the exempt service; however, this leave of absence period shall be limited to a maximum of one year effective from the exempt service appointment date. If an employee returns to bargaining unit member status after the one year leave of absence as an exempt employee having expired, he/she will regain the bargaining unit seniority/benefits status that he/she had as of the exempt service appointment date. Leave may also be granted for sickness or disability, to engage in a course of study, or other good and sufficient reasons which are considered to be in the best interests of the City of North Miami Beach.

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## ARTICLE 15: HOLIDAYS

Section I Holidays Recognized: The following shall be recognized holidays:

New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Juneteenth  
Employees' Birthday  
Fourth of July  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Two (2) Floating Holidays

Section 2 - Use of Floating Holiday: The Floating Holidays may be used in one-hour blocks for any purpose desired by the employee, provided:

- (a) it is requested and approved;
- (b) it does not disrupt the functioning of the department or division;
- (c) must be used within the calendar year, January 1st through December 31st; and
- (d) will be forfeited if not utilized - i.e., there will be no payment for unused day.

Section 3 - Official Day of Observance: Holidays falling on a Saturday will normally be observed on the Friday before; holidays falling on a Sunday will normally be observed on the Monday after. However, exception may be made if the Federal Government's official observance of a holiday is contrary to this Section.

Section 4 - Holiday Pay: Holiday pay for full time regular employees shall be eight (8) or ten (10) hours depending on the employee's regular schedule.

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Section 5 - Christmas and New Year's Eve: When the day immediately preceding December 25th and December 31 falls on a weekday (Monday through Friday) which is a normal work day, employees may be allowed one-half (½) day off with pay in the sole and exclusive discretion of the City Manager. This shall not be considered a holiday and employees not receiving time off under this provision will not be entitled to compensatory time off or overtime pay. Employees on Annual Leave or Sick Leave on this day will be charged for a full day. Employees not allowed to take their one-half (½) day on this day shall receive equivalent administrative leave prior to April 1st. However, no employee shall be entitled to pay for such leave if it is not used.

Section 6 - Holiday Pay:

- (a) When a Holiday falls on an employee's regularly scheduled work day and the employee is required to work that day, the employee shall receive either one day's pay plus one and one-half (1½) times the hourly rate for all hours worked that day (in effect, the employee will be paid double time and one-half for that (8) hour day) or one and a half (1½) times the hourly rate for all hours worked that day and he/she will be allowed to take a day off with pay within ninety (90) days after the holiday. The days off that may accrue in this "holiday time" bank may be taken in conjunction with scheduled regular leave time. It is also expressly understood that any hours that may be accrued in the "holiday bank" but not taken, at the time of an employee's termination will not be paid by the City. The selection as to which method of payment to use for compensating employees working a holiday shall be at the discretion of the employee's department head.
- (b) When a Holiday falls on an employee's regularly scheduled day off, and the employee is not required to work, the employee shall receive another day off, or an extra day's pay within the same pay period, at the convenience of the Department.
- (c) When a Holiday falls on an employee's regularly scheduled day off and the employee is required to work, then the employee shall be entitled to be paid at one and one-half (1½) times the hourly rate for all hours worked on that day, with a guaranteed minimum of four (4) hours. In addition, the employee, at his/her department head's discretion, will be entitled to either:
  - 1. an additional eight (8) hours' pay for the Holiday; or
  - 2. one (1) day off within the same week.





- (d) Whenever an employee works a second shift under the conditions specified in Section 5(c) above, the employee will be paid at two (2) times his/her regular straight time rate of pay for the hours of the second shift actually worked, but will not receive the additional compensation provided for in Section 5(c) (1) and (2) for the second shift.

Section 7: To be eligible for holiday pay, the employee must work his/her scheduled work day or shift immediately preceding and after the holiday unless the absence is approved or excused by his/her Department Head.



## ARTICLE 16: GROUP INSURANCE

**Section 1 – Health:** The City shall provide group health insurance for its regular full time employees covered by this Agreement: The employee's contribution rate and benefits levels to the health care program will be the same as that offered to all non-represented employees of the City.

- (a) It is agreed that the City may establish, change, supplement and implement the City Health Insurance program, including but not limited to changes in the premium contributions, benefits and all costs related thereto. The only exception to the foregoing sentence is that if the City exercises its right to implement any such changes, it will provide reasonable notice and discuss with the Union the explanation of changes and reasons thereof.
- (b) The company selected shall be at the option of the City. Prior to making a change of health insurance carriers the City shall survey employees to ascertain their level of satisfaction with the present carrier. This information will be considered in the overall decision making process by the City but the City shall not be bound by the results of the survey.

**Section 2 – Life:** The City shall provide a term Life Insurance policy equal to the employee's annual salary rounded to the nearest thousand for each regular full time employee at no cost to the employee.

**Section 3 – Disability:** The City shall provide a short term disability insurance program as per City Ordinance 79-14 with disability compensation computed at 75% of employee's base salary.

**Section 4:** The City agrees to deduct and remit, as required Death Benefits Premiums from employees pay checks, upon request. This shall be limited to one such program.

**Section 5:** The Union will be entitled to appoint one (1) member to the Health Insurance

Solicitation Committee.

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## ARTICLE 17: HEALTH AND SAFETY PROGRAM

Section 1: Employees shall not be expected to perform work in unsafe and unsanitary conditions. If any employee believes that he/she is being required to work under such conditions, he/she should notify his/her immediate supervisor, who will immediately investigate the condition and take corrective action, if necessary. If no action is taken, the employee should refer the matter to his/her department head who may, in turn, refer the matter to the City Manager's Office for investigation. The employee may file a grievance if the results of the investigation are unsatisfactory. If the condition is not remedied by the supervisor, the employee must refer the matter to his/her Department Head for resolution or referral to the City Manager's Office. If the City Manager, or his/her designee, determines the condition is not unsafe or unsanitary, the employee will perform the work. If the employee refuses to do so, and is disciplined, he/she may file a grievance.

Section 2: It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations and to develop a safety-conscious work force. The Union will cooperate with and assist management in living up to this responsibility.

Section 3: The City and the Union insist on the observance of safety rules and safety procedures by employees and insist on correction of unsafe conditions, as determined by the City Manager.

Section 4 — Safety Training: If, in the discretion of the Department Head, it is determined that any employee must take or participate in a safety related course or program, the employee may be required to take such course or program as a condition of continued employment. All time spent by the employee at the direction of the City shall be considered hours of work.

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Section 5 — Safety Devices / Equipment: Employees who work at jobs in areas deemed by the Department Head in his/her discretion, to be dangerous, shall be required to wear safety devices and/or safety equipment designated by that office as necessary for their protection. Such devices and equipment will be provided by the City at no cost to the employee.

Section 6 – Standards: Minimum standards for safety and health shall be determined by the City Manager, at his/her discretion.

Section 7 - Safety Program: The parties recognize the need for flexibility in the administration of the Safety Program. Accordingly, where modification of the Safety Program is necessary, the City agrees to give the union notice of any intended modification and to meet and confer with the Union prior to implementation of such modification.

Section 8: The City will furnish safety shoes to the employees who it determines need them. Employees determined by the City as eligible may receive up to two (2) pairs per year. Employees who abuse or use such equipment as personal wear apparel off duty, causing same to wear out in less than the normal and usual time, will be required to pay for any additional shoes that must be furnished.

Section 9: Safety Committee: The City will formulate a Citywide Safety Committee inclusive of one (1) representative from each department. This Committee will meet monthly. A Representative from AFSCME may also be committee members.



## ARTICLE 18: UNIFORMS, CLOTHES, SHOES, EQUIPMENT AND PERSONAL ITEMS

Section 1 - General Guidelines: The following shall apply to all uniforms, clothes, shoes and equipment required and supplied by the City:

- A. The City shall determine the uniforms, clothing, shoes and all equipment to be used by employees in the performance of their duties and except as provided below, will supply them without cost to the employee. Employees shall be responsible to report to work in clean and serviceable uniforms, clothes, and shoes; to maintain equipment in good working condition; and to report to their division manager when uniforms, shoes or other equipment are in need of replacement or repair.
- B. Employees shall be responsible to replace uniforms, clothes, shoes or other equipment lost or damaged due to employee neglect.
- C. Uniforms, clothes, shoes and equipment are not to be used except in connection with the employee's work as a City employee, unless specifically authorized by the department manager.
- D. Uniforms, clothes, shoes and equipment which need to be repaired or replaced should be turned in when in need of repair or replacement.
- E. The City shall determine whether repair or replacement is appropriate.
- F. Reimbursement shall be made only upon a presentation of a receipt acceptable to the City.

Section 2 - Replacement, Repair or Reimbursement: Subject to Section 1 above the City shall replace and/or reimburse the employee for replacement or repair damaged or worn out uniforms, shoes and equipment as follows:

- A. Safety Shoes — replace or reimburse up to one hundred dollars (\$100.00) for City approved safety shoes.
- B. Each employee holding the classification of Welder I, Welder II, Automotive Mechanic I, Automotive Mechanic II, or Mechanic Apprentice and who weld as part of their job duties shall be reimbursed up to a maximum of \$300.00 per fiscal year for replacement of damaged prescription eyeglasses. Such reimbursement will be made only upon submission of a paid receipt for new eyeglasses.

- C. Each employee holding the classification of Automotive Mechanic I, Automotive Mechanic II, or Mechanic Apprentice shall be reimbursed up to a maximum of \$400.00 per fiscal year for replacement of tools necessary for their job. Reimbursement will only be made upon submission of a paid receipt for the new tool.

Section 3 — Special Uniforms: Subject to Section I(A) above, special uniforms shall be supplied by the City as follows:

A. Crime Scene Technician:

The City will furnish the following uniform items to employees in the job classification of Crime Scene Technician: 3 pairs of BDU'S; 1 pair of dress trousers; 2 pairs of shorts; 1 dress shirt; 5 polo shirts; 1 thermal jacket; 1 badge; webgear; 1 raincoat; radio holder; up to a \$100.00 voucher for each of 2 pairs of shoes; 1 vest; 1 traffic vest; 1 handcuff case; 1 flashlight with holder and badge holder; and an annual cleaning allowance of \$350.00. The shoes will be issued on a turn-in, reissue basis, up to two (2) pairs per year. Employees who abuse or use such equipment as personal wear apparel off duty, causing same to wear out in less than the normal and usual time, will be required to pay for any additional shoes that must be furnished.

B. Code Enforcement Officer:

The City will furnish the following uniform items to employees in the job classification of Code Enforcement Officer: 4 pairs of long pants; 2 pairs of shorts; 5 City logo polo shirts; 1 thermal jacket; 1 raincoat; and up to a \$100.00 voucher for each of 2 pairs of shoes. The shoes will be issued on a turn-in, reissue basis, up to two (2) pairs per year. Employees who abuse or use such equipment as personal wear apparel off duty, causing same to wear out in less than the normal and usual time, will be required to pay for any additional shoes that must be furnished.

C. Salary Differential:

Automotive Mechanics are entitled to a salary differential of \$4.00 per week for each Automotive Service Excellence Certification ("ASE Certification") class or examination that the employee passes up to a maximum amount of \$32.00 per week (or a maximum of eight (8) classes or examinations).

## ARTICLE 19: PROBATIONARY PERIOD

Section 1 — Initial Probation: The standard probationary period for all full time new employees shall be one year from date of hire. At any time during the probationary period, the Department Head shall either recommend retention of the employee, with full time regular status; or, terminate in the event the Department Head shall fail to make a positive recommendation, the employee shall automatically be terminated with no rights of appeal to any authority.

Section 2 — Promotional Probation: In the event an employee receives a promotion from a lower to a higher position, that employee shall serve a probationary period of six (6) months from the date of promotion. Upon the expiration of this time period, or at any time during the probationary period the Department Head shall either recommend retention of the employee in the position to which he/she was promoted, at which time the employee shall be placed in regular status or, in the event the Department Head shall fail to make a positive recommendation, the employee shall automatically revert to the lower position with the rights and benefits of the position, from which he/she had been promoted. Such reversion shall be final with no rights of appeal to any authority. If no positive recommendation is made the employee shall automatically revert to the prior position at the same pay and with the same benefits he/she enjoyed prior to the promotion.

Section 3 — Promotion During Promotional Probation: Employees who are on probation due to a promotion may test for a higher classification. However, such employees must have completed three (3) months of the promotional probation before being eligible to be promoted to a higher classification.



## ARTICLE 20: JOB DESCRIPTIONS AND TEMPORARY ASSIGNMENTS

Section 1 - Work in Higher Classification: When an employee of a lower classification is assigned to perform the duties of an employee of a higher classification, or those of a Department Head, due to the temporary absence of an employee, or due to a position in a higher classification being vacant (\*), the employee so assigned shall receive a salary differential of \$1.00 per hour or five percent (5%) whichever is greater while acting in this capacity. Such assignment may exceed sixty (60) working days but no more than six (6) months, unless extended by the City Manager.

( \* ) For purposes of this Section, a temporary absence shall be a period exceeding one (1) week.

Section 2 - On Call Employees: When an employee is assigned on call duty, the employee shall receive a pay differential of \$50.00 per week when on call. The selection of employees to be on call is within the absolute discretion of the City.

Section 3 — Lead Worker: When an employee is assigned to work as a lead worker, the employee shall receive a pay differential of \$1.00 per hour. The decision on whether a lead worker is necessary for a particular assignment as well as the selection of employees to be lead workers is within the absolute discretion of the City.

Section 4 - No Duplication: It is agreed to and understood between the parties that an employee cannot receive both the lead worker differential and the working in a higher classification differential for work performed during the same period of time.

Section 5 - Work Assignments: It is understood by the parties that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally and employees are to perform work as assigned.

Section 6 - Job Descriptions: Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the City shall discuss with the Union the proposed

change in the job description. If the Union is not satisfied with the proposed change, it may, in writing, request permission to appear before the City Manager for the purpose of presenting its views prior to acceptance of the change and approval of the City Manager.

## ARTICLE 21: TRAINING AND TRAINING PROGRAMS

Section 1 - Training and Development: The City and the Union agree that the training and development of employees within this Bargaining Unit is mutually beneficial. The Union will be kept informed of all training programs. The Union may make recommendations to the City relative to the training of employees within this Bargaining Unit. The City will consider recommendations and improvements submitted by the Union. The parties agree to meet, at the request of either party, for the purpose of exchanging information concerning the overall training of employees within this Bargaining Unit.

Section 2 — Pay for Training: Employees may be required to attend classes or training programs in order to retain their present jobs or positions. The time spent at the direction of the City shall be considered hours worked.

Section 3 — Educational Reimbursement:

- A. Maximum limitation on reimbursement shall be \$4,000 for undergraduate studies or for graduate studies per fiscal year.
- B. The eligibility requirements for education assistance are as follows:
  - 1. Must be a full time employee and not a participant in the DROP program;
  - 2. Must have completed one (1) year of continuous service;
  - 3. Must be an employee when course is completed;
  - 4. The course is determined to be job related and beneficial to the City by the City Manager in advance of registering for the course;
  - 5. The course must be given by an institution or entity acceptable to the City Manager.
- C. Every application shall be subject to the prior approval of the City Manager or designee and shall not be subject to Article 13. The decision of the City Manager/designee shall be final in all respects.

D. Reimbursement will be made at the conclusion of a successfully completed course, pursuant to the following schedules, and up to the maximum limitation listed in Section 3A.

- "A" grade 100% of the tuition
- "B" grade -- 75% of the tuition
- "C" grade -- 50% of the tuition
- Grades lower than a "C" no reimbursement
- PASS The City will reimburse 100% of the tuition
- FAIL The City will reimburse 0% of the tuition

Requests for reimbursement must be submitted to Human Resources no later than ninety (90) days after completion of the eligible educational course. Requests must be accompanied by paid receipt for tuition, and a copy of the grade report.

In order to be reimbursed for approved educational expenses under the City Tuition Reimbursement Policy before he/she registers, the employee agrees that the reimbursement may be deducted from accumulated leave to pay the City back if he/she leaves employment within three (3) years of receipt of the reimbursement.

## ARTICLE 22: BULLETIN BOARDS

Section 1 — Size and Locations: The City will furnish the Union with sufficient Bulletin Board space for up to four (4) Union notices size 8½" x 14" at agreed upon locations.

Section 2 – Contents: All articles to be posted shall be informational only and shall not be political in nature nor shall they promote specific products other than those that are union related, service or religious belief or in any way demean or cast aspersions upon the City or any of its representatives; nor shall they exhort, encourage or influence the employees in any way to perform their duties other than at full capacity. To this end, copies of all articles shall be submitted to the Human Resources Director upon posting.

Section 3: These Bulletin Boards shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public. A key shall be provided to the union for each locked bulletin board.

## ARTICLE 23: SPECIAL AGREEMENT

Section 1: There shall be no special agreements or arrangements entered into between the City and any employees of this unit for the specific purposes of circumventing any of the provisions provided in this Agreement.

## ARTICLE 24: WAGE PROVISIONS

The following provisions shall constitute the entire wage provision for the employees covered by the provisions of this Agreement.

Section 1 – Payday: Employees may be paid on a biweekly basis or a weekly basis.

Section 2 Interim Wage Adjustments: The City agrees that there shall be no wage adjustments for any classification covered by this Agreement, other than those specified herein, unless it shall first negotiate such adjustment with the Union.

Section 3: At the discretion of the City Manager, all employees may receive a Holiday bonus.

Section 4: In recognition of longevity of service, employees who qualify for a longevity bonus on or before February 10, 1994, shall continue to qualify for such bonus, but will not advance to the next level. For example, if an employee is currently receiving \$700, he/she will not advance to the next level of \$1 ,050. There shall be no new longevity bonuses provided. That is: employees who are not currently receiving a longevity bonus by February 10, 1994, will not be eligible for such a bonus in the future. Any longevity bonus shall be paid in a lump sum during that pay period covering the employees' anniversary date. The above bonuses are noncumulative in that employees may not receive more than one of any of the longevity steps at any one time. If an employee terminates his/her service during the year, the employee will receive a pro-rata portion of the bonus in their final payout.

Section 5 – Wages:

**Fiscal Year 2020-2021:**

All active employees that were employed by the city for at least six months of continuous service on October 1, 2020, shall receive a 3% retroactive wage increase. Such increase shall not place an employee's base pay above the pay range for their position. If it does, the employee shall receive the percentage increase up to the percentage that places them at the top of the pay range and the remaining percentage in a lump sum. Employees whose base pay, as defined above, is at or above

the top of the pay range on October 1st shall receive a lump sum payment that is equal to the total percentage increase for that fiscal year based on their base pay.

**Fiscal Year 2021-2022:**

COLA:

Effective with the first full pay period after October 1, 2021, the pay ranges within the Bargaining Unit shall be increased by one percent (1%). All active employees whose base pay is below the new pay range maximum for their positions will have their rate of pay adjusted by the 1% COLA, provided that the increase does not place their base pay above the pay range for their position. If it does, the employees shall receive the percentage increase up to the percentage that places them at the top of the pay range.

Wage Increase:

Effective with the first full pay period after October 1, 2021, all active employees that have been employed by the city for at least six months of continuous service shall receive a 3% wage increase. Such increase shall not place an employee's base pay above the pay range for their position. If it does, the employee shall receive the percentage increase up to the percentage that places them at the top of the pay range and the remaining percentage in a lump sum. Employees whose base pay, as defined above, is at or above the top of the pay range on October 1st shall receive a lump sum payment that is equal to the total percentage increase for that fiscal year based on their base pay.

**Fiscal Year 2022-2023:**

COLA:

Effective with the first full pay period after October 1, 2022, the pay ranges within the Bargaining Unit shall be increased by two percent (2%). All active employees whose base pay is below the new pay range maximum for their positions will have their rate of pay adjusted by the 2% COLA, provided that the increase does not place their base pay above the pay range for their position. If it does, the employees shall receive the percentage increase up to the percentage that places them at the top of the pay range.

Merit Pay Increase: Effective on 04/1/2023 – All active employees that have been with the City for more than one year and whose base pay (excluding any incentive pays) is below the top of the pay range for their positions shall be eligible to receive up to a three percent (3%) merit increase on their base pay on the first full pay period on or after 04/1/2023, provided they receive a satisfactory or above on performance evaluation established by the City. Such increase shall not place an employee's base pay above the pay range for their position. If it does, the employee shall receive the percentage increase up to the percentage that places them at the top of the pay range and the remaining percentage in a lump sum. Employees whose base pay, as defined above, is at or above the top of the pay range on the first full pay period on or after 04/1/2023, shall receive a lump sum payment that is equal to the total percentage increase for that fiscal year based on their base pay.

Employees whose overall evaluation is below satisfactory shall not receive a merit increase or bonus and shall be placed on a performance improvement plan. Employee's that receive



performance merit ratings that do not qualify him/her for an increase or bonus may grieve the evaluation up to Step 3 under the provisions of this Agreement.

**New Hires**

The City shall have the right to hire employees within the pay range of the job classification.

Section 6 - Promotional Increases: Employees who receive a promotion to a higher classification will receive either a five (5%) percent increase to their base salary or an increase in base salary to the minimum of the pay range for the new position, whichever is greater. In no event, however, will the increase to an employee's base salary place that employee above the maximum salary for a position. Thus, if the five (5%) percent increase to the base salary is greater than the maximum salary for the new position, the employee will receive a base salary equal to the maximum salary for the new position.

## ARTICLE 25: DRUG AND ALCOHOL POLICY

Section 1 – General: The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on City government, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the City shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic, drug, or alcohol, as further defined below.

### Section 2 – Prohibitions:

- A. Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.
- B. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; reporting to work under the influence of alcohol.

Section 3 - Types of Testing: The City agrees to use a licensed or certified laboratory that will abide by the requirements of Section 440.102(5) and (9), Florida Statutes. The following types of testing are authorized: job applicant testing; reasonable suspicion testing; routine fitness for duty testing; follow-up testing. In addition, employees in safety sensitive and/or special risk positions shall also be subject to random drug testing in accordance with applicable law.

Reasonable suspicion drug testing means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the City;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work; and
- (6) Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited, or transferred drugs.

"Drug" means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph.

Section 4 - Discipline for Violation of Policy: Employees who violate this article; or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized an illegal controlled substance at any time or to have violated the prohibitions in section 2 shall be subject to discipline up to and including immediate termination.

Section 5: The City agrees to continue an Employee Assistance Program (EAP) and to fund it during the term of this Agreement.

**Section 6: The City agrees to provide yearly briefings on the Drug Free Work Place Policy to all employees. These briefings will cover all aspects of the Policy and employees will be given the opportunity to ask any questions they may have concerning the Policy.**

A handwritten signature in blue ink, appearing to be "A. H. S. E.", located in the bottom right corner of the page.

## ARTICLE 26: RETIREMENT

Retirement benefits for employees covered by this Agreement shall be as provided in the Retirement Plan for the General Employees for the City of North Miami Beach, as amended through adoption of Ordinance No. 2016-5. These benefits include the following:

1. The benefit multiplier shall be 2.5% for all service after the effective date. Members who are employed on the effective date shall retain their accrued benefits based on service prior to the effective date.
2. There shall be a .75% cost of living adjustment applied to all benefits earned based on service after the effective date.
3. The normal retirement eligibility is the earlier of attainment of age sixty-two (62) with ten (10) years of service; or attainment of age sixty (60) with twenty-five (25) years of service (future accruals after the effective date).
4. The early retirement eligibility will be in accordance with the Plan.
5. Employees shall be vested 100% after 10 years of service for currently non-vested members.
6. The maximum period for DROP participation is thirty-six (36) months (for future retirees and DROP participants).
7. COLA is deferred three (3) years following termination of employment for future retirees and future DROP participants.
8. The foregoing provisions shall not apply to any member who is employed on the effective date and has attained age fifty-five (55) with 20 or more years of service or age 62.



City Water Utility, Wastewater Utility, or Customer Service Division retirees that are rehired by the City between October 20, 2020 and October 20, 2021, and in accordance with Ordinance 2020-09, will be eligible to participate in a defined contribution plan. Such plan will require an employee contribution in the amount of 5% and an employer contribution of 5%.

The Parties agree to reopen this article during October 2021 for the purposes of negotiating pension changes.

A handwritten signature in blue ink, appearing to be "A. H. S. V.", is located in the bottom right corner of the page.

## ARTICLE 27: TERM OF AGREEMENT AND REOPENING

Section 1: This Agreement shall be effective upon ratification by the Union and approval and appropriation of necessary funds by the City Commission of North Miami Beach, Florida, and it shall continue until September 30, 2023.

Section 2: Either party may require, by written notice to the other, between April 1, 2023, and not later than June 1, 2023, discussions concerning modifications, amendments and renewal of this Agreement to be effective October 1, 2023. If neither party shall submit such written notice during the indicated period, this Agreement shall automatically be renewed for the period of October 1, 2023, through September 30, 2024.

## ARTICLE 28: COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1 — Complete Agreement: It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements, memoranda of understanding and concluding all collective bargaining during its term, except as otherwise specifically provided in the Article entitled "TERM OF AGREEMENT AND REOPENING." The Union specifically waives the right to bargain during the term of this Agreement, with respect to any subject or matter referred to covered in this Agreement, or to any subject or matter not specifically referred to or covered, even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated. This entire Agreement may be re-opened for negotiations in the event any portion of it is not approved by the City Commission of North Miami Beach, or funds are not made available for its implementation.

Should the City Commission repeal Resolution No. R2017-114, effective December 19, 2017, and reinstate the version of the City's Civil Service Rules in effect as of December 18, 2018, then those rules will again apply to employees covered by this Agreement.

Section 2 — Conflict with Law: It is understood and agreed that if any part of this Agreement is in conflict with mandatory Federal or State Laws or mandatory provisions of the City Charter or ordinances, such parts shall be renegotiated and the appropriate mandatory provision shall prevail.


Section 3 - Saving Clause: Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately and, if possible, to negotiate substitute



provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

Section 4 – Implementation: Any delays in the signing of this Agreement after ratification by the City Commission and the Union membership shall not defer the implementation date as it affects the distribution of the benefits and provisions provided by this Agreement.

THIS AGREEMENT SIGNED THIS 8<sup>th</sup> DAY OF Nov., 2021.

  
\_\_\_\_\_  
North Miami Beach, Florida  
City Employees, Local 329  
Local 3293

  
\_\_\_\_\_  
City Manager  
City of North Miami Beach

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## ATTACHMENT 1

Account Clerk	Irrigation Specialist	Property And Evidence Coord.*
Administrative Aide I	Lab Technician II*	Purchasing Specialist
Administrative Aide II*	Lab Technician III*	Records Clerk I
Administrative Asst I	Library Assistant I	Recreation Specialist
Administrative Asst II*	License Specialist	Tire Technician*
Administrative Asst III*	Life Guard I	Utilities Technician I*
Auto Mechanic I*	Life Guard II	Utilities Technician II*
Auto Mechanic II*	Maintenance Coordinator*	Utilities Technician III*
Bldg Code Compliance Officer	Maintenance Worker I*	Utility Locator*
Bucket Truck Operator	Maintenance Worker II*	Utility Mechanic I*
Buildings Superintendent*	Master Electrician	Utility Mechanic II*
Buyer	Materials Control Asst*	Utility Worker I*
CADD Operator II	Meters & Dist. Line Tech I*	Utility Worker II*
Cashier I	Meters & Dist. Line Tech II*	Warehouse Worker*
Code Comp. Officer II*	Motor Equip. Operator	Wastewater Lift Stat Tech I*
Code Enforcement Officer*	Municipal Svc Work I*	Water Meter Reader
Crime Scene Technician*	Municipal Svc Wrk II*	Water Plant Operator I*
Custodian Maintenance Worker I	Off Duty Coordinator	Water Plant Operator II*
Customer Service Associate I	Permit Clerk I	Water Plant Operator III*
Customer Service Associate II	Permit Clerk II	Water Plant Operator Trainee
Engineering Technician*	Planning & Zoning Technician	
Fleet Service Rep.	Plant Electrician I*	
Heavy Equipment Operator	Plant Electrician II*	
HVAC Air Condition Tech*	Police Services Analyst	
HVAC Air Condition Tech II*	Prop. Cust./Quartermaster*	