

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN**

THE BROWARD COUNTY PBA

&

CITY OF MIRAMAR

October 1, 2012 through September 30, 2015

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Exhibit "A" – New Step Plan

ARTICLE 1
RECOGNITION

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

INCLUDED: Police Officers Police Sergeants.

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

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

ARTICLE 2
DEFINITIONS

- 2.1. BASIC PAY RATE: The rate of pay for the employee's current grade and step exclusive of all extra payments, such as education supplements, and state supplements for qualifications.
- 2.2. NON-CERTIFIED POLICE OFFICER: Any employee who has not satisfied the requirements of the State of Florida Police Standards and Training Commission and is not vested with the power of arrest.
- 2.3. POLICE OFFICER: An employee having arrest powers who has satisfied the requirements of the State of Florida Police Standards and Training Commission, as they shall from time to time be amended.
- 2.4. PROBATIONARY PERIOD: A period of one year from the date of certification, or one year from the date of certification plus any extension thereof not to exceed six months, or a period of one (1) year after appointment of a police officer to the rank of Sergeant
- 2.5. WORK PERIOD: Forty hours within a calendar workweek, and/or 160 hours in a 28 day work period.
- 2.6. TIME AND ONE-HALF RATE: One and a half (1 ½) times the employee's basic pay rate.
- 2.7. DOUBLE TIME: Two (2) times the employee's basic pay rate.
- 2.8. DOUBLE TIME AND ONE HALF: Two and a half (2 ½) times the employee's basic pay rate.
- 2.9. WORKED HOLIDAY: A contractually designated holiday in which the employee has worked a regularly assigned shift. The 24-hour period for a holiday is considered to begin at 12:00 am the day of the holiday and to end at 11:59 pm on the night of the holiday. Any shift, which begins in that period, is considered to fall on a holiday.
- 2.10. OVERTIME RATE: One and one-half (1 ½) times the employee's basic pay rate.

- 2.11. DEPARTMENTAL SENIORITY: An employee's continuous accumulated paid service with the City of Miramar Police Department ("Department") computed from the date of hire as indicated in department personnel records.
- 2.12. CLASSIFICATION SENIORITY: An employee's continuous accumulated paid service with the Department computed from the effective date of the employee's appointment.
- 2.13. EMPLOYEE: The bargaining unit members identified in Article 1.
- 2.14. ANNIVERSARY DATE: An employee's date of hire or, in the event of a promotion, the date of promotion.

ARTICLE 3
SALARIES AND WAGES

3.1: The parties agree that the following provisions constitute their full understanding of changes to salaries and wages (and other cash compensation) during the three year term of this Agreement (October 1, 2012 through September 30, 2015). The language in this Section replaces and supersedes any other language to the contrary in this Agreement:

1. During the first year of this Agreement (October 1, 2012 through September 30, 2013), the Parties agree that:

a. Each bargaining unit member employed by the City on the ratification date of this Agreement shall receive a cost of living allowance ("COLA") replacement in the form of a one-time lump sum payment of \$3,500.00 to be paid within thirty (30) days of the ratification of this Agreement. This lump sum payment shall not become part of the employee's base pay, shall not recur in subsequent years of this Agreement, shall not be "pensionable" (i.e., shall not become part of Average Final Compensation for pension purposes), and shall not be used to calculate the "base rate" for overtime purposes.

b. Effective October 1, 2012, all bargaining unit members employed by the City on the ratification date of this Agreement, shall be placed in the same salary step in the new Step Plan attached as Exhibit A equal to his/her current step on October 1, 2012, and employees shall resume receiving step increases, pursuant to the new Step Plan, on the anniversary date of their date of hire for Police Officers and the anniversary date of their date of promotion for Police Sergeants.

2. During the second year of this Agreement (October 1, 2013 through September 30, 2014), the Parties Agree that:

a. Each bargaining unit member employed by the City on October 1, 2013, shall receive a COLA replacement in the amount of \$3,850.00 and a step replacement in the amount of \$2,300.00, to be paid in the first full pay period of October 2013. These lump sum payments shall not become part

of an employee's base pay, shall not recur in subsequent years of this Agreement, shall not be "pensionable" (i.e., shall not become part of Average Final Compensation for pension purposes), and shall not be used to calculate the "base rate" for overtime purposes.

- b. During the second year of the Agreement, there shall be no step increases for any bargaining unit employees. In other words, eligible employees shall not proceed to the next step in their positions as specified in the Step Plan on their anniversary date.

3. During the third year of this Agreement (October 1, 2014 through September 30, 2015), the Parties agree that:

- a. Each bargaining unit employee employed by the City on October 1, 2014 shall receive a COLA replacement in the amount of \$2,765.00, to be paid in the first full pay period of October 2014. This lump sum payment shall not become part of the employee's base pay, shall not recur in subsequent years of this Agreement, shall not be "pensionable" (i.e., shall not become part of Average Final Compensation for pension purposes), and shall not be used to calculate the "base rate" for overtime purposes.

- b. On October 1, 2014, and for the remaining year of this Agreement, step increases shall resume with employees moving to the next higher step in the third year of the Agreement as outlined in Exhibit "A", if applicable, that they would have achieved in second year of the Agreement if no step increase freeze had been in effect.

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

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

3.3: Shift Differential

All employees working three quarters (3/4) of their shift after 8:00 a.m. shall receive 8% above base pay. Upon the ratification of this Agreement by both parties, bargaining unit members working three quarters (3/4) of their shift after 2:00 p.m. shall receive 9% above base pay. Employees working three quarters (3/4) of their shift after 8:00 p.m. shall receive 10% above base pay.

3.4: Promotions

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

3.5: Demotions

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

3.6: Salary Ranges

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

3.7: Financial Emergency Reopener

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

proceed with a fair and reasonable collective bargaining agreement which serves the needs of the City and the PBA for the long term.

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

ARTICLE 4
HOLIDAYS

- 4.1: All employees covered by this Agreement shall be privileged to observe the following holidays: Christmas Day; New Year's Day; Martin Luther King's Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; Employee's Birthday; Two Floating Holidays.
- 4.2: Any employee who works their full shift on a holiday specified in this section, the employee shall receive his/her regular base pay, plus pay equivalent to one and one-half (1 ½) time his/her basic pay for actual hours worked.
- 4.3: Each employee shall receive two floating holidays to be selected at the option of the employee with the consent of the Police Chief or his designee, which consent will not be unreasonably withheld. The parties agree that during each year of the three (3) year term of this Agreement, each member of the bargaining unit shall be eligible to take an additional forty (40) hours of floating holiday time, subject to the limitations herein provided ("Additional Holiday Time"). Such Additional Holiday Time shall not be eligible for conversion to cash payment, shall not be considered as "pensionable" in the sense that the value of the Additional Holiday Time shall not be considered in determining an employee's Average Final Compensation for Pension purposes, and may only be used upon review and approval of the Chief of Police to insure that the time off does not result in the City incurring additional overtime expenses in the Department. The parties further agree that any Additional Holiday Time which may remain on the books as of September 30 of each of the three (3) years covered by this Agreement shall not be carried over into the subsequent year and shall be forfeited. To be eligible for a floating holiday, an employee shall request the day off, one week in advance by filling a Leave Request Form.
- 4.4: If a holiday falls on an employee's off-duty day or during a vacation period, the employee will be paid his/her base salary rate at regular time for that holiday or be given an additional day off in lieu thereof.

- 4.5: An employee scheduled to work on a holiday beyond normal quitting time, shall be compensated at the holiday pay rate for all hours worked.
- 4.6: Floating holidays are to be used in the fiscal year they are accrued. In the event the floating holidays are not used by an employee during the fiscal year they shall not be carried over to the next fiscal year.
- 4.7: The Police Chief, or his/her designee, shall have the sole discretion to determine the necessary staffing levels for specialized units other than the patrol division on the following holidays: New Year's Day, Thanksgiving Day, Labor Day and Christmas Day. Employees may be required to work in an assignment designated by the Police Chief, or take the holiday off in the sole discretion of the Police Chief, or his/her designee, but the member must be notified at least 28 days in advance of any change in his/her work schedule.

ARTICLE 5
WORK WEEK AND OVERTIME

- 5.1: Forty (40) hours shall constitute a normal work week for employees covered by this Agreement. Nothing herein shall guarantee any member payment for a forty (40) hour work week unless the member actually works for forty (40) hours or the actual hours worked and the authorized compensated leave shall mean leave compensated under the provisions of this collective bargaining agreement, i.e. sick days, vacation time, holidays, compensation time, educational leave. For those employees working an 11 ½ hour work schedule; 160 hours shall constitute a normal work period. Nothing herein shall guarantee any member payment for a 160-hour work period unless the member actually works 160 hours or the actual hours worked and the authorized compensated leave shall mean leave compensated under the provisions of this Collective Bargaining Agreement, i.e. sick days, vacation time, holidays, compensation time, education leave.
- 5.2: Hours of work in excess of an employee's scheduled work period will be compensated at one and one half (1 ½) times the employees' regular straight time rate of pay. Overtime will not be calculated for any period under fifteen (15) minutes on a daily or weekly basis.
- 5.3: In the computation of work hours constituting the normal work period and/or overtime hours, time spent on private duty details shall not be included.
- 5.4: If an employee covered by this Agreement is called back to work not contiguous with the normal working hours the employee shall receive a minimum of three (3) hours pay at time and one-half of his/her basic rate of pay. Or, at the discretion of the employee, the equivalent in compensatory time so long as said compensatory time is issued and taken in accordance with the Federal Fair Labor Standards Act in effect during the length of this Agreement.
- 5.5: The department will establish the hours of work best suited to meet the needs of the City to provide superior service to the community.
- 5.6: When organizationally feasible, each employee covered by this Agreement will receive consecutive days off.

- 5.7: Bargaining unit employees shall be given twenty-eight (28) days notice of any change in their regular work schedule except in those cases where an emergency exists. At least fourteen (14) days notice will be given when a temporary change is necessary for purposes of training, however no more than two (2) working days in an employee's pay period will be effected, travel related training is excluded. The PBA recognizes that from time to time the Police Department will not receive notice of additional staffing needs by other entities, and will be required to change work schedules without the 28 day notice. If 28 days notice could not have been given, the Department will be permitted to change work schedules without the 28 day notice. However, in no case, except emergencies, will the Department/City change work schedules without a minimum 7 days notice, unless employees are paid at the overtime rate.
- 5.8: Employees shall be permitted to request fixed shift assignments based upon seniority, which requests shall receive consideration by the Chief of Police or his designee along with other needs of the department in scheduling shift assignments.
- 5.9: Normal patrol force staffing levels will be maintained during holidays.
- 5.10: Compensatory time may be accumulated in lieu of direct cash overtime payment on the basis of time and one half in an amount not to exceed four hundred eighty (480)hours. On or before September 1, of each budget year, an employee may elect to cash in any accrued compensatory leave in excess of eighty (80) hours based on his regular rate of pay as of September 30 of that year. Payment of the amount to be cashed in will be made within forty five (45) days after the end of the fiscal year.

ARTICLE 6
OFF DUTY COURT APPEARANCES

- 6.1: Employees shall be guaranteed a minimum of three (3) hours overtime pay at one and one-half (1 ½) times their basic pay rate for necessary off-duty work related court appearances required by court order or quasi-judicial and administrative hearings, concerning pending criminal, civil, administrative or traffic cases. Pay for witness fees shall be returned to the CITY. Employees may be permitted to take compensatory time for off-duty court appearances.
- 6.2: On-call or stand-by time shall not be compensable under any circumstances or be included in the calculation of the three (3) hour minimum court appearance authorized by Article 6, Section 1 hereof.
- 6.3: During the budget year, if there are insufficient funds to pay for all Court overtime, employees shall receive the equivalent thereof in compensatory time. In the event that the City Manager determines that insufficient funds are available, notice will be given to the PBA thirty (30) days prior to the commencement of this utilization of compensatory time.
- 6.4: Employee shall be required to coordinate any required court appearance, as defined by Article 6, Section 1, through the departmental liaison.

ARTICLE 7
SENIORITY

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

ARTICLE 8
VACATIONS

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

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

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

<u>Years Service</u>	<u>Amount of Carryover</u>
Less than 4 years	80 hours
4 to 10 years	120 hours
11 to 20 years	160 hours
Over 20 years	200 hours

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

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

request. The Police Chief or his designee may waive the five (5) day requirement depending on the circumstances.

- 8.5: Any unauthorized absence will be without pay and the employee may be subject to disciplinary action.
- 8.6: Employees shall be permitted to take vacation leave as approved by the Police Chief or his duly authorized representatives. All requests except as provided herein, shall be requested by the use of the Leave Request Form, signed by the employee and approved by the Police Chief.
- 8.7: Employees shall, under no circumstances, be allowed to use sick leave for vacation leave except as provided in Section 8 of Article 8 or Article 11 Sections g and h.
- 8.8: An employee who becomes seriously ill or injured on vacation may request that sick leave be substituted for annual leave while under the care of a physician. Such requests must be certified by the physician in writing.
- 8.9: Vacation leaves already approved may be canceled or postponed by the Police Chief or his/her duly authorized representative or the City Manager in cases of emergency wherein subject employee's services are deemed necessary for public interest.
- 8.10: An employee who has resigned or has been terminated, and who has been employed for at least one month, shall be entitled to and shall be paid or given leave for all accrued vacation leave, providing that the employee gives two (2) weeks' notice.
- 8.11: The parties agree that during each year of the three (3) year term of this Agreement, each member of the bargaining unit shall be eligible to take an additional forty (40) hours of paid vacation time, beyond the accrual of vacation time provided in Section 8.1, subject to the limitations herein provided. Such additional vacation time shall not be eligible for conversion to cash payment, shall not be considered as "pensionable" in the sense that the value of the additional vacation time shall not be considered in determining an employee's Average Final Compensation for Pension purposes, and may only be used upon review and approval of the Chief of Police to insure that the time off does not result in the City

incurring additional overtime expenses in the Department. The parties further agree that any additional annual vacation time which may remain on the books as of September 30 of each of the three (3) years covered by this Agreement shall not be carried over into the subsequent year.

ARTICLE 9
MEDICAL EXAMINATIONS

9.1: Annual Medical Examination

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

- a. For employees over the age of forty on an annual basis.
- b. For employees under the age of forty every three years.
- c. The cost of the medical examination shall not exceed \$250.00
- d. A copy of the results of the medical examination shall be provided to the Human Resources Department. The medical examination shall consist of, as a minimum, routine medical examination examination, urinalysis, EKG, standard blood tests, and may include other tests deemed appropriate by the physician, so long as the total cost of all tests that the City pays for does not exceed \$250.00.

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

9.3: Medical Examinations

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

ARTICLE 10
UNIFORMS, MAINTENANCE ALLOWANCE,
AND DAMAGED EQUIPMENT REPLACEMENT

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

a) Personal Property consists of the following: watches, flashlights, prescription glasses, and non-prescription sunglasses.

b) Non-prescription sunglasses will be reimbursed up to \$100.00.

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

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

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

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

10.4: The City agrees to provide a body armor vest (currently a Level 3A vest) to all employees covered by this Agreement. Body armor will be replaced when it becomes unserviceable or at the end of its manufacturer recommended useful life. Employees will be required to turn in old body armor to the Police Department.

ARTICLE 11
SICK LEAVE

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

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

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

*No employee will be paid more than 1200 hours of sick leave.

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

- g. After an employee has accumulated four hundred (400) hours of unused sick leave, forty (40) hours of his/her unused sick leave may be added to his/her vacation time.
- h. Up to forty (40) hours of sick time a year may be used for sickness in the employee's family.

ARTICLE 12
PAYROLL DEDUCTIONS

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

ARTICLE 13
MEALS AND BREAKS

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

ARTICLE 14
BEREAVEMENT LEAVE

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

