

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE
AND THE FEDERATION OF PUBLIC EMPLOYEES, OCTOBER 1, ~~2014~~2017
THROUGH SEPTEMBER 30, ~~2017~~2020.**

**COLLECTIVE BARGAINING AGREEMENT
FOR THE PERIOD
OCTOBER 1, ~~2014~~2017 THROUGH SEPTEMBER 30, ~~2017~~2020
BETWEEN
THE CITY OF MARGATE, FL
AND
THE FEDERATION OF PUBLIC EMPLOYEES**

APPROVED BY RESOLUTION NUMBER: _____

DATED: _____

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE
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PREAMBLE

This Agreement is entered into this 1st day of October ~~2014~~2017, by and between the CITY OF MARGATE, located within the County of Broward, State of Florida (hereinafter referred to as the "City") and the FEDERATION OF PUBLIC EMPLOYEES, AFL-CIO, (hereinafter referred to as the "Federation"), as the sole and exclusive bargaining representative of the employees within the certified bargaining units.

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ARTICLE 1

RECOGNITION

Section 1: The City of Margate, (hereinafter the City"), in accordance with Certification number 243 of the Florida Public Employees Relations Commission hereby recognizes the Federation of Public Employees, a division of the National Federation of Public and Private Employees, AFL-CIO, (hereinafter "the Federation"), as the sole and exclusive bargaining agent for purposes of collective bargaining with respect to working conditions, rates of pay, health, safety and other conditions of employment for those employees of the City working within the certified units.

Section 2: In the event of any additions, deletions and/or modifications of job title/classifications, for Federation bargained for positions, the parties agree to meet within thirty (30) days from said modifications, additions, or deletions, in order to determine inclusion and/or exclusion in/from the bargaining unit.

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ARTICLE 2

DISCRIMINATION

Section 1: The City and the Federation agree that the basic intent of this Agreement is to provide a harmonious working relationship between the City and the Federation. The City and the Federation agree that all provisions of this Agreement shall be applied to all employees covered by it, and that the City and the Federation affirm their joint opposition to any discriminatory practices as provided by law.

Section 2: Employees shall have the right to join the Federation, to engage in lawful concerted activities for the purpose of collective bargaining, to express and communicate any view, grievance, complaint or opinion, relative to conditions or compensation of public employment or its betterment, as long as same is not contrary to necessary discipline, all free of any restraint, coercion, intimidation or reprisal against any employee because of that employee's membership or lack of membership in the Federation or by virtue of an employee-member holding office in the Federation. The City and the Federation shall apply this provision to all employees.

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**ARTICLE 3
DURATION**

Section 1: Except as indicated in Section 3 and Section 4 below, this contract shall be effective October 1, 20142017 and continue in effect through the 30th day of September, 20172020, provided, however, in the event a new contract has not been negotiated and ratified by the parties, the terms and conditions of this Agreement shall remain in effect until such time as a new contract has been negotiated and ratified.

Section 2: Either party may open negotiations for a new contract by presenting proposals to the other party no later than May 1, 20172020. The parties shall meet to negotiate on the new proposals within fifteen (15) days after receipt of new proposals.

~~Section 3: The parties agree that the City may re-open Article 20 Health and Life Insurance once during the term of this Agreement in accordance with Article 20 Section 1 A. If the City re-opens Article 20, then the Federation may re-open Article 4 Wages once during the term of this Agreement. If the Federation re-opens Article 4 Wages then either party may re-open one other article during the term of this agreement. The City may re-open Article 34 Higher Education Incentive once during the term of this agreement.~~

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ARTICLE 4

WAGES

Section 1: This Article provides for pay adjustments including the following:

A. Effective October 1, 2014~~7~~, a member shall receive a step pay base salary increase as provided for by the current pay plan. Such pay plan shall be increased by ~~2.02~~2.5% effective October 1, 2014~~7~~.

Effective October 1, 2015~~8~~, a member shall receive a step pay base salary increase as provided for by the current pay plan. Such pay plan shall be increased by ~~2.02~~2.5% effective on October 1, 2015~~8~~.

Effective October 1, 2016~~9~~, a member shall receive a step pay base salary increase as provided for by the current pay plan. Such pay plan shall be increased by ~~2.03~~3% effective on October 1, 2016~~9~~.

Pay plans and pay ranges referenced in this Article, shall be attached to this Agreement and labeled separately.

No employee will receive a negative annual wage (COLA) increase as the result of an annual increase in health insurance. If an employee's wage increase would be negative as the result of an annual health insurance increase, the City will pay the employee a lump sum to bring the employee's negative increase to a zero increase. This wage supplement shall occur once annually, following open enrollment, no later than the second pay period following the close of open enrollment or January 1st, whichever occurs later. No mid-year changes to an employee's health insurance choice due to a qualifying event shall affect this provision. This provision shall sunset September 30, 2020.

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B. The parties agree that the duration of the pay plan shall be based on ~~one hundred twenty (120) months (10 ten years)~~ from either the date of hire or the promotion date of the employee.

C. For purposes of calculating a member's hourly base rate of pay during the period of this agreement, the annual base rate of pay shall be divided by 2,080 hours.

D. ~~This article includes the implementation of revised/new pay ranges for certain positions effective October 1, 2014.~~

E. ~~Employees in positions where the pay range has been increased and whose pay falls below the new pay range shall have their pay increased to the new pay range minimum effective October 1, 2014.~~

F. ~~Employees in positions where the pay range has been increased and whose pay falls within the new pay range shall not receive an additional pay increase due to the pay range adjustment other than rounding up their pay to the next step in the new pay range.~~

G. ~~Employees in positions where the pay range has been decreased and whose pay falls within the new pay range shall not receive a reduction in pay due to the pay range adjustment; however, their pay shall be rounded up to the next step in the new pay range.~~

H. ~~Employees in positions where the pay range has been reduced, and the employee's base salary is over the new maximum of the pay range, shall have their base salary "redlined" effective October 1, 2014 at the current amount until that base salary equals or is less than any future salary range maximum for that position. This provision shall also apply to employees whose base salary exceeds the pay range maximum for any other reason.~~

4. D. Employees who are "redlined" as a result of the previous contract shall receive the value of the pay plan increase(s) described in Section 1A above in a lump sum payment, to be issued in the same manner as the member's regular paycheck rather than as a base salary increase. This subsection shall sunset on September 30, ~~2017~~2020.

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I. E. Employees who are promoted or reclassified during the course of a fiscal year shall be eligible for the full amount of steps in any provided step increase.

Section 2: ~~The previous skill based compensation component, and all Added Responsibility Increments (ARI) or other additional add on pays shall terminate effective beginning with the first full pay period following the adoption date of this agreement.~~

~~Employees who were receiving skill based pay, ARI, or other additional add on pays effective immediately prior to the adoption date of this agreement, shall receive a one time base pay adjustment of half of that ARI, skill based pay, or add on pay amount added to their base pay (rounded up to the next applicable step) effective beginning with the first full pay period following the adoption date of this agreement. An exception to the preceding adjustments will apply to employees in the position formerly titled Service Worker I (now titled Service Worker II). Employees in this position immediately prior to the adoption date of this agreement shall receive a one time base salary adjustment of \$1,000 (rounded up to the next applicable step) effective beginning with the first full pay period following the adoption date of this agreement. The one time base pay adjustments in this section will still apply for employees who are “redlined” or would exceed the pay range maximum due to the one time pay adjustment.~~

Section 32: The City shall provide a shift differential payment of one dollar (\$1.00) per hour for any work shift that begins at 11:00 p.m. and whereupon the employee works the entire shift.

Section 43: All Field Training Officers (FTO's), CDL Training Designee, and all other trainers, shall receive one (1) hour of compensatory time per shift and also five dollars (\$5.00) per shift for training other personnel for five (5) or more hours during that shift and if assigned by the Department Director as an FTO, CDL or other trainer when the member is actively engaged in field training activity.

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Section 54: ~~The parties agree that the effective date of the implementation of the pay plan shall be October 1, 2014 and shall be applicable to the employee's base salary only.~~

~~A. Future calculations shall be made at the end of each fiscal year covered by this agreement.~~

B. The City Administration reserves the right in its sole discretion to upgrade the classification of any position and/or upgrade any employee to a higher classification and/or advance any employee within the pay plan and/or place a newly-hired employee in the pay plan above the entry level of a particular job grade classification.

~~C. The following position titles shall change effective October 1, 2014:~~

~~Serviceworker = Serviceworker I~~

~~Serviceworker I = Serviceworker II~~

~~Office Specialist = Office Specialist I~~

~~Office Specialist I = Office Specialist II~~

~~Aquatic Weed Applicator = Canal Maintenance Technician I~~

~~Aquatic Weed Applicator I = Canal Maintenance Technician II~~

~~Account Clerk = Account Clerk I~~

~~Municipal Complex Superintendent = Maintenance Supervisor~~

~~Automotive/Truck Technician = Mechanic I~~

~~Engineering Inspector = Engineering Inspector I~~

~~Electrician I = Electrician II~~

~~Fleet Administrator = Fleet Supervisor~~

~~Community Service Aide = Community Service Aide I~~

~~Small Engine Mechanic/Welder = Equipment Mechanic/Welder~~

~~CADD Technician = CADD Technician/Utility Locator~~

~~Utility Mechanic = Utility Mechanic I~~

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~~Utility Mechanic I=Utility Mechanic II~~

Section 65: The City shall provide an annual longevity benefit to each employee covered under this agreement subject to the provisions stated in this section in accordance with the attached longevity schedule.

A. Any longevity benefit payment shall be made outside of the employee's base salary.

B. Those employees who have completed ten or more years of service with the City shall receive an annual lump sum longevity benefit payment of:

\$1,000 if the employee has completed 10, 11, 12, 13, or 14 YOS; or
\$2,000 if the employee has completed 15, 16, 17, 18, or 19 YOS; or
\$3,000 if the employee has completed 20 or more YOS.

1. An employee's completed number of years of regular, full-time service (YOS) with the City shall be calculated based on that employee's anniversary date during the fiscal year in which the longevity benefit payment is made.

2. The longevity benefit payment provided for above shall be paid on the first pay date of December, and shall be issued in the same manner as the members regular paycheck.

3. An employee hired on or after October 1, 2010 shall not be entitled to the longevity benefits stated in this section.

C. If an employee leaves the employ of the City subsequent to receiving the lump sum longevity benefit payment in December, and if that employee's anniversary date occurs after the employee receives the longevity payment, the City shall determine the pro-rated value of that longevity benefit for the remainder of the fiscal year, and subtract that amount from the employee's final pay.

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If the amount of the employee's final pay is less than the value of the longevity payment that the employee owes to the City, then the employee shall reimburse the difference to the City within thirty business days of the date that the employee leaves the employ of the City.

~~Section 7: An employee may receive vacation leave pay or holiday leave pay in advance by delivering a written request for said leave directly to the Human Resources Payroll Division.~~

~~A. The request shall be honored provided that the request is for a minimum of forty hours of leave, and is received in the Human Resources Department Payroll Division at least two weeks prior to the first day of the employee's scheduled leave.~~

~~B. The employee shall receive the advanced leave payment either on the last pay date prior to the first day of the employee's scheduled leave or the employee's last shift worked prior to the first day of the employee's scheduled leave as determined by the City's Payroll Division.~~

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JOB CLASSIFICATION LIST

Effective October 1, 2014~~7~~

(Note: Pay ranges shown below will be increased by 2.5% effective October 1, 2014 in accordance with Section 1a above)

Grade	Job Title	Annual Pay Range	
		Minimum	Maximum
5	City Receptionist Custodian	26,910 <u>29,703</u>	37,755 <u>41,674</u>
		
7	Service Worker I Office Specialist I	29,630 <u>32,705</u>	41,571 <u>45,885</u>
		
8	Cashier Meter Reader	30,990 <u>34,206</u>	43,479 <u>47,991</u>
		
9	Fleet Support Specialist Meter Technician Office Specialist II Service Worker II Utility Technician	32,349 <u>35,707</u>	45,387 <u>50,097</u>
		
10	Account Clerk I Inventory Control Specialist Canal Maintenance Technician I Painter Utility Service Representative Utility Technician-L3	33,708 <u>37,206</u>	47,292 <u>52,201</u>
		
11	Call Taker	35,067	49,200

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		<u>38,707</u>		<u>54,306</u>
	Community Service Aide I Evidence Technician Utility Technician-L 2 <u>3</u> <u>Equipment Operator I</u>			
		Annual Pay Range		
Grade	Job Title	Minimum		Maximum
		36,426		51,106
12	Community Service Aide II Irrigation Mechanic Utility Technician-L 4 <u>2</u>	<u>40,206</u>	.....	<u>56,410</u>
		37,786		53,013
13	Asphalt Specialist Carpenter Canal Maintenance Technician II <u>Utility Technician – L1</u> Maintenance Specialist	<u>41,707</u>	.....	<u>58,516</u>
		39,145		54,921
14	Mechanic I Crime Analyst Court Liaison Coordinator Maintenance Supervisor Treatment Plant Operator-C Utility Mechanic I Utility Technician-Lead	<u>43,208</u>	.....	<u>60,621</u>
		40,505		56,829
15	Treatment Plant Operator-B Code Compliance Officer HVAC Specialist Equipment Mechanic/ Welder	<u>44,709</u>	<u>62,727</u>
		41,863		58,735
16	Utility Mechanic II Mechanic II	<u>46,208</u>	<u>64,831</u>

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17	Laboratory Technician Crime Scene Technician Division Leader Mechanic III Treatment Plant Operator I (Dual "C") – no additional employees other than those currently holding this designation shall be placed in this position <u>Stormwater Foreman</u> Treatment Plant Operator-A Victim Advocate	43,223 <u>47,709</u>	60,642 <u>66,936</u>
18	Chief Utility Mechanic	44,583 <u>49,210</u>	.....	62,550 <u>69,042</u>
Grade	Job Title	Minimum		Maximum
19	Division Leader – Dist/Coll Electrical Instrumentation Technician	45,943 <u>50,711</u>	.....	64,458 <u>71,148</u>
20	Engineering Inspector I	47,303 <u>52,212</u>	.....	66,366 <u>73,254</u>
21	CADD Technician/Utility Locator	48,662 <u>53,713</u>	.....	68,274 <u>75,360</u>
25	Building and Structural Inspector Chief Chemist Electrician II Fleet Supervisor	54,098 <u>59,713</u>	.....	75,901 <u>83,778</u>
26	Engineer	55,458 <u>61,214</u>	77,808 <u>85,884</u>
28	Plans Examiner/Inspector (Any Discipline)	58,176 <u>64,214</u>	81,622 <u>90,093</u>

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31	Chief Inspector - Electrical	62,256		87,345
	Chief Inspector - Mechanical	<u>68,717</u>	<u>96,411</u>
	Chief Inspector - Plumbing			
	Chief Inspector - Structural/Bldg			
	<u>Electrician II</u>			

Section 6:

- A. On call designation supplement for weeks on call, shall be as follows:

DEES On-call Lead - \$200.00 per week

Back-up - \$75.00 per week

- B. The City will reimburse for CDL license renewals; and

C. The Inventory Control Specialist will receive \$20.00 plus one (1) hour
compensatory leave time for training over 4 hours.

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ARTICLE 5

UNION DEDUCTIONS

Section 1: Union deductions shall be made in accordance with forms provided by the Federation and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the City of Margate for these deductions. These monies shall be transmitted to the Federation within thirty (30) days after the monthly deductions. Any changes in percentage shall be given to the City of Margate thirty (30) days in advance. Should any change in percentage necessitate a cost to the City, the cost of the programming change shall be borne by the Union.

Section 2: The Federation shall indemnify the City of Margate and hold the City of Margate harmless against any and all suits, claims, demands and liabilities which arise out of, or by reason of, any action taken by the City of Margate to comply with the provisions of this article.

Section 3: The parties mutually agree that if problems arise with the collection and reimbursement of the dues deduction, the parties will agree to reopen Section 1 of this article.

Section 4: Dues deduction shall only be deducted on the employee's base salary of his/her earnings.

Section 5: Union members wishing to drop from the Union need to provide thirty (30) days advance notice to the Union, in writing and copied to the Human Resources Department Payroll and Benefits Division. Dues deductions shall not cease until the above criteria is met.

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ARTICLE 6

REDUCTION IN FORCE

Section 1: An employee may be assigned to an equal or lower-graded position for which the employee is qualified when the position to which the employee has been assigned is abolished for any reason whatsoever; or an employee may be assigned to a higher-graded position as approved by the City Manager. No permanent employee shall be laid off or reduced in grade while there is a temporary provisional or probationary employee serving in a position for which the permanent employee is qualified.

Section 2: For reduction-in-force purposes, seniority within classification shall prevail. Seniority within classification means length of service (total months and days) of actual continuous assignment within the classification as a permanent employee.

A. At least twenty (20) working days prior to the reduction-in-force, the permanent employee will receive a written notice stating the reasons and the effective date of a reduction-in-force action.

B. An employee who is in a classification in which a layoff will occur, or would be bumped as a result of a layoff, and who would in accordance with the provisions of Section 1 above, be subject to termination because of a reduction-in-force, shall have the following options which shall include bumping another employee as set forth below:

1. Revert to the lower classification from which the employee was promoted. If the employee exercises this option the employee shall be deemed to be senior to all other employees within that classification who were hired or promoted into that classification after the affected employee's date of promotion.

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2. Revert to another classification position for which the employee is listed on the then current eligibility list for that position on the effective date of the termination. If the employee exercises this option, the employee shall be deemed to be senior to all other employees within that classification position who were hired as a regular full-time City employee after the affected employee was hired as a regular full-time City employee.

3. Be assigned to an equal or lower graded position for which the employee is qualified to perform the essential functions of the job. If the employee exercises this option, the employee shall be deemed to be senior to all other employees within that classification who were hired as a regular full time City employee after the affected employee was hired as a regular full time City employee.

4. Waive the employee's rights and accept the termination associated with the reduction in force.

Section 3: Employees laid off due to a reduction-in-force will be paid for all actual leave credits for which they are eligible, except that payment for sick leave credits shall be at 60% in accordance with Article - 10 Sick Leave.

Section 4: All permanent employees laid-off due to a reduction-in-force will be put on a re-employment list for a period of two (2) years. Such employees shall be referred for possible hire for ~~against~~ any vacancy, either temporary, emergency or permanent, for which the employee is qualified, prior to selecting another applicant from the eligibility list ~~for which the employee is qualified~~. In addition, the employee may take exams for any ~~three (3)~~ positions within the City government. If the employee passes any of those exams, the employee will go on the eligibility list for that position or positions. When a vacancy occurs in ~~either or both~~ any of those positions, a regular civil service examination will be held. If the employee who has

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previously taken the exams, because of the reduction-in-force, places first on any ~~either or both~~ eligibility lists resulting from the employee's prior test, the employee will be offered the position(s) available.

Section 5: With the employee's written consent, an employee who is laid off due to a reduction-in-force may be assigned to an equal or lower-graded position for which the employee is qualified. An employee shall be considered qualified for a position after obtaining a passing grade on a regularly scheduled examination, provided said examination was taken prior to the official date a reduction-in-force was approved by the City Commission.

Section 6: The employee shall retain the employee's annual rate of pay if such annual rate of pay is equal to or less than the annual rate of pay of anyone in that classification with equal time in the classification and service within the City.

Section 7: If the position from which the permanent employee was laid off due to a reduction-in-force is re-created within a two (2) year period, said employee will be reassigned to that position and grade level held at the time of the reduction-in-force.

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ARTICLE 7

GRIEVANCE PROCEDURE

~~A. A grievance shall be defined as any controversy or dispute arising under the terms of this contract. Having a desire to create and maintain harmonious labor relations between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this agreement.~~

Thus, should differences or disputes arise under this agreement, the aggrieved party to this agreement or employee, or employees, as the case may be, shall use the following procedure:

STEP 1

In the event that an employee believes there is a basis for a grievance, said employee who may be accompanied by a Federation representative, shall first discuss the alleged grievance with the immediate non-bargaining unit supervisor within ten (10) working days of the occurrence or knowledge of the matter giving rise to the grievance. The supervisor shall respond within ten (10) working days from the hearing date of the grievance. In the event the City does not respond within the prescribed time limit above, the Federation shall automatically move the grievance to the next level. Any grievance filed for two (2) or more bargaining unit employees shall be considered a class action grievance and shall proceed directly to the City Manager at Step ~~3~~III.

STEP 2

In the event the Federation or the employee is not satisfied with the oral decision of the supervisor, the Federation shall present the grievance, in writing, to the employee's Department Director within five (5) working days of the date of the aforesaid oral decision. Upon presentation of the written grievance to the Department Director, the employee and a Federation representative

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shall attempt to resolve the same dispute and, within five (5) working days thereafter, the Department Director shall render a decision, in writing, to both the employee and to the Federation representative.

In the event that the City does not respond within the prescribed time limit above the Federation shall automatically move the grievance to the next level.

STEP 3

In the event the Federation or the employee is not satisfied with the written answer to Step 2, above, the said grievance shall be presented within five (5) working days after the written answer above to the City Manager, or designee who will, within five (5) working days of the receipt of same, meet with a representative of the Federation in an attempt to resolve the said grievance. At this meeting, the employee and the Federation can also be present. Within five (5) working days after this meeting the City Manager or designee shall render a decision in writing.

In the event that the City does not respond within the prescribed time limit above, the Federation shall automatically move the grievance to the next level.

STEP 4

In the event the Federation is not satisfied with the decision of Step 3, above, the Federation may demand arbitration, and this demand, in writing, shall be presented to the City Manager within thirty (30) days from receipt of the decision of Step 3, above.

A. The arbitrator shall be appointed by mutual consideration of the parties. In the event the parties are unable to agree upon a neutral within five (5) working days after the arbitration is invoked, the parties shall jointly petition the Federal Mediation and Conciliation Service and request a list of five (5) qualified arbitrators and from said list the parties shall select a single arbitrator to preside as a neutral at the hearing involving the aggrieved employee's grievance. The decision of said arbitrator shall be final and binding upon both parties. The arbitrator shall be requested to render a decision as quickly as possible. The arbitrator shall not be

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empowered to alter, amend, add to, or eliminate any provisions of this Collective Bargaining Agreement.

Expenses incident to the services of the arbitrator shall be borne equally by both parties.

B. In the event that an employee has been disciplined to the extent that employee has been suspended or discharged and is reinstated by an arbitrator's decision, the employee shall be reinstated with all back pay and seniority and with no loss or impairment of any rights under this Agreement or other rules and regulations of the City, unless directed otherwise by the arbitrator.

C. In the event any employee has been suspended and that suspension is upheld, the employee, upon the expiration of suspension, shall be fully reinstated to that employee's former position with no loss or impairment of any of the employee's rights under this Collective Bargaining Agreement or other rules and regulations of the City.

D. Application to this procedure shall foreclose the grievant from appealing to the Civil Service procedure or vice- versa.

E. Nothing in this article shall require the Federation to process grievances for employees who are not members of the Federation, in conformity with Florida law.

F. Time limits on grievance and arbitration procedures.

All time limits on the grievance and arbitration procedures shall be strictly adhered to unless extended by the parties in writing. Any grievance brought by the union or a member which does not meet the time limits specifically shall be deemed conclusively abandoned. Any time limit not met by management shall automatically advance to the next step.

Any grievance which is not initiated on a timely basis, as indicated herein, shall be deemed conclusively abandoned.

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G. With respect to suspensions and/or terminations, Steps 1 and 2 of this article shall be waived and all grievances shall be commenced at Step 3. However, time limits for same shall be as contained in Step 1.

H. Any and all items challenged under the provisions of the grievance procedure shall not be placed in the employee's official personnel file until the grievance has been resolved up to and including an arbitration decision.

I. The Union has the right not to process grievances of non-dues paying employees. It is agreed that the bargaining agent reserves the exclusive right to control the grievance process at any step of the grievance procedure, including arbitration, except that any member of the bargaining unit may process a grievance through representation of his/her own choosing only if the bargaining unit has refused to process the grievance solely because the unit member is not a dues-paying member of the Union. The Union accepts its duty of fair representation but retains its right to preclude the processing of non-meritorious grievances through the steps of this grievance procedure, inclusive of arbitration.

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ARTICLE 8

HOURS OF WORK AND OVERTIME

Section 1: For purposes of this article, it is agreed that the terms "work period" and "pay period" are not synonymous.

A. A "work period" is defined as seven (7) consecutive twenty-four (24) hour periods, commencing on a day designated by management.

B. A "pay period" is defined as a bi-weekly period of time commencing on a Saturday designated by management, and ending on Friday, fourteen (14) consecutive days later.

Section 2: The normal duration of a work shift shall be either five (5) consecutive eight (8) hour shifts or four (4) consecutive ten (10) hours shifts as designated by management's sole discretion or other common type of consecutive day work shift as designated by management's sole discretion, with a thirty-minute (30) paid meal break and one fifteen (15) minute paid break (rest period) during the first half of an assigned work shift and another fifteen (15) minute paid break (rest period) during the second half of an assigned work shift.

A. The hours of work are to be determined at the discretion of the Department Director and will be posted.

B. The City reserves the right to change any work period or any work shift provided for in this Agreement, with ten (10) working days written notice to the Federation.

C. The City may change an individual employee's work shift, with ten (10) working days advance written notice given to the employee.

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4.——In October and April of each contract year, employees who are assigned to positions within the Police Department shall have the opportunity to request a shift assignment based on seniority; however, the City shall not be obligated under any circumstance or condition to grant any such request.

~~a~~—The City shall continue to maintain sole discretion in making any shift assignment for any employee. The City's decision regarding making a shift assignment shall not be subject to a grievance or to a hearing or a challenge of any nature.

D. Each blue-collar employee who is required to perform outdoor physical work, covered hereunder, shall be granted a ten (10) minute paid period immediately prior to the beginning of the employee's meal break to clean up and otherwise prepare for the meal.

E. The parties agree that each employee shall be on free time during the paid meal break. Specifically stated, the employee shall have the discretion to go wherever the employee desires to have a meal; however, if such meal time is made available to the employee, the meal time shall not be eligible for overtime consideration.

F. For all members no break of any type shall commence within the first two hours of the start of an assigned shift or end within the last two hours of an assigned shift.

G. An employee whose normal job assignment does not regularly include performing outdoor physical work may combine breaks, subject not only to the operational and/or staffing needs of the department as determined by the sole discretion of the Department Director, or designee but also with the prior sole approval of the Department Director, or designee. In such situations, the provisions of Section 2 above (specifically regarding

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only the issue of taking time in the first half and the second half of an assigned shift) may be waived at the sole discretion of the Department Director.

Section 3: The opportunity to work overtime will be distributed as equally as practicable among employees in the same job classification in the same work section and area, commencing with the most senior employee, provided the employees are qualified to perform the overtime work required.

A. Overtime opportunities will be accumulated on adequate records maintained by the City, and said records shall be available to the Federation and its members.

B. Each department with covered employees will establish a list of employees desirous of working overtime assignments. When the need for call-in or overtime arises, the applicable department shall first contact the employees on the list before ordering an employee who is not on the list to work the overtime assignment. The City reserves the right to call back an employee who is not on the list if no one on the list is qualified to perform the overtime assignment required. Priority for overtime assignments shall first be provided to employees who have not taken vacation leave or have not been scheduled for vacation leave during the applicable work period.

C. Any employee who works in excess of forty (40) hours in a work period shall receive overtime compensation at the rate of one and one-half (1&1 /2) times that employee's regular hourly rate for each overtime hour worked, or, at the discretion of the City Manager, one and one-half (1&1/2) hours paid compensatory time off for each overtime hour worked. However, any employee may present specific facts and circumstances to the City Manager or designee, to justify overtime pay. The final decision as to whether overtime pay or

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compensatory time is awarded shall be that of the City Manager. Effective upon the date of ratification of this agreement, when an employee works an overtime assignment, but the employee is not called back to work outside their normal working hours, (including but not limited to scheduled overtime assignments or being scheduled for overtime hours prior to the end of the normally scheduled shift) sick leave; ~~and compensatory leave,~~ personal holiday leave, ~~holiday bank leave, and bereavement leave,~~ shall not be counted as hours worked for purposes of calculating overtime pay or compensatory time.

D. An employee who is called back to work at a time outside the employee's normal working hours shall receive pay at time and one-half the employee's regular hourly rate for all hours worked during the call back period with a minimum pay, at time and one-half the employee's regular hourly rate, of three (3) hours (including thirty (30) minutes of travel time to and from work).

An employee who is called back to work during the time in which the employee would normally be off and who works a minimum of four (4) hours shall be compensated for a thirty (30) minute meal break at the overtime rate of pay.

An employee who remains at work and works in excess of their eight (8) hour or ten (10) hour regular shift, respectively, shall receive overtime for all work in excess of their regular shift.

Section 4: An employee who is absent from duty during the work period in either compensated sick leave status, or leave without pay status, may, at the City's discretion, work an equal number of hours beyond the work period maximum at the employee's normal hourly rate.

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Section 5: The City may furnish to an employee who is required to remain on call during that employee's normal off-duty time, a communication device sufficient to enable the employee to proceed with the employee's personal business during off-duty hours.

Section 6: An employee may not consume, possess, or purchase alcoholic beverage(s) or controlled substance(s) except as prescribed by a licensed physician anytime during working hours, including that time during a lunch break or a coffee/rest break.

A. To ensure the safety of all employees and the public, an employee who needs to take an over-the-counter or a prescribed drug shall notify either employee's department head or the department head's designee of that need prior to performing any assigned work.

B. In the event that the employee is unable to safely perform the employee's assigned work as a result of taking such drug(s), the employee may, at the City's discretion, be given another regular work assignment that the employee could safely perform without impairment.

C. If no such assignment is available, then that employee shall be required to take off the rest of the employee's assigned shift. In such situations, the time off shall be treated as if the employee had called in sick.

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ARTICLE 9

VACATION

Section 1: A member shall be eligible for paid vacation leave beginning on the first day of regular full-time employment with the City.

Section 2: A member shall accrue vacation leave each regular pay period as described below in this section. A regular pay period shall be as defined in Article 8, Section 1 of this Agreement.

A. A member who has not completed five years of full-time employment with the City shall accrue a maximum of 3.0769 hours of vacation leave per regular pay period.

A member covered under Section 2-A of this article who is compensated for less than eighty hours in a pay period shall accrue vacation leave at the rate of 3.0769 hours pro-rated, based on the actual number of hours worked by the member during that pay period.

B. A member who has completed more than five years of full-time employment with the City but less than ten years of full-time employment with the city shall accrue a maximum of 4.6154 hours of vacation leave per regular pay period.

A member covered under Section 2-B of this article who is compensated for less than eighty hours in a pay period shall accrue vacation leave at the rate of 4.6154 hours pro-rated, based on the actual number of hours worked by the member during that pay period.

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C. A member who has completed more than ten years of full-time employment with the City shall accumulate a maximum of 6.1538 hours of vacation leave per regular pay period.

A member covered under Section 2-C of this article who is compensated for less than eighty hours in a pay period shall accrue vacation leave at the rate of 6.1538 hours pro-rated, based on the actual number of hours worked by the member during that pay period.

D. Beginning with the first pay period of each year of this agreement and ending with the last pay period of that same year, a member who has completed more than twenty years of full-time employment with the City and who has used no more than ten sick leave hours during the previous contract year ending September 30, shall accumulate a maximum of 7.6924 hours of vacation leave per regular pay period for that contract year.

Section 3: A member may accumulate a maximum aggregate of 660 vacation leave hours, except as otherwise provided for in this article. The cap of 660 hours shall be adjusted by the number of vacation leave hours cashed in by the member employee upon entering the FRS retirement incentive program known as DROP. When appropriate throughout this section, all provisions shall be subject to applicable DROP-related adjustments.

A. In the event that a member submits a vacation leave request at least two (2) months prior to the starting date of the desired leave, and the City denies that request, and the member's accumulated vacation leave subsequently exceeds the annual cap as a result of

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being denied that vacation leave request, the member shall have until March 31 of the subsequent year in which to take that excess leave before the excess leave shall be forfeited.

B. In lieu of accruing vacation leave on a per pay period basis as stated in Section 2 of this Article, a member who has reached or exceeded the cap as of September 30 of each given fiscal year covered under this agreement shall receive a lump sum amount of either 120 hours or 160 vacation leave hours whichever is applicable pursuant to Section 2 of this Article on October 1 of the next fiscal year. The member shall have the discretion to use accrued vacation leave hours as provided for in this article.

Section 4 : A member who reaches the cap as of September 30 of a given fiscal year and who terminates employment with the City for any reason anytime prior to the end of the next fiscal year shall either be compensated for earned but not used vacation leave or reimburse the City for used but not earned vacation leave as calculated below.

A. Step 1: Count the number of pay periods beginning on October 1 and ending on the effective date of the member's last day of employment; multiply that number by 4.6154 hours or by 6.1538 hours (if the member accumulates leave pursuant to Section 2-C of this article) or by 7.6924 hours (if the member accumulates leave pursuant to Section 2-D of this article) or by the appropriate combination of 4.6154/6.1538/7.6924 hours per pay period (if the member's rate of vacation leave accumulation changes in accordance with either Section 2-C or Section 2-D of this article during that fiscal year). Add that amount to 660 hours to determine the total allowable vacation leave hours.

Step 2: Compare the number of vacation leave hours taken by the member during that fiscal year to the total allowable vacation leave hours from Step 1.

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Step 3a: If the number of vacation leave hours taken by the member during that fiscal year is less than the total allowable vacation leave hours from Step 1, then the City shall compensate the member for the dollar value of those hours up to 660 hours.

Step 3b: If the number of vacation leave hours taken by the member during that fiscal year is greater than the total allowable vacation leave hours from Step 1, then the member shall reimburse the City for the dollar value of that difference.

B. If the member has entered DROP and has sold back 500 vacation leave hours to DROP:

Step 1: Count the number of pay periods beginning on October 1 and ending on the effective date of the member's last day of employment; multiply that number by 4.6154 hours or by 6.1538 hours (if the member accumulates leave pursuant to Section 2-C of this article) or by 7.6924 hours (if the member accumulates leave pursuant to Section 2-D of this article) by the appropriate combination of 4.6154/6.1538/7.6924 hours per pay period (if the member's rate of vacation leave accumulation changes in accordance with either Section 2-C or Section 2-D of this article during that fiscal year). Add that amount to 160 hours to determine the total allowable vacation leave hours.

Step 2: Compare the number of vacation leave hours taken by the member during that fiscal year to the total allowable vacation leave hours from Step 1.

Step 3a: If the number of vacation leave hours taken by the member during that fiscal year is less than the total allowable vacation leave hours from Step 1, then the City shall compensate the member for the dollar value of those hours up to 160 hours.

Step 3b: If the number of vacation leave hours taken by the member during that fiscal year is greater than the total allowable vacation leave hours from Step 1, then the member shall reimburse the City for the dollar value of that difference.

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C. If the member has entered DROP and either has sold back less than 500 vacation leave hours to DROP or has not sold any hours to DROP:

Step 1: Subtract the number of vacation hours sold back to DROP from 660 hours to determine the maximum payable vacation leave hours.

Step 2a: Count the number of pay periods beginning on October 1 and ending on the effective date of the member's last day of employment; multiply that number by 4.6154 hours or by 6.1538 hours (if the member accumulates leave pursuant to Section 2-C of this article) or by 7.6924 hours (if the member accumulates leave pursuant to Section 2-D of this article) by the appropriate combination of 4.6154/6.1538/7.6924 hours per pay period (if the member's rate of vacation leave accumulation changes in accordance with either Section 2-C or Section 2-D of this article during that fiscal year).

Step 2b: Add the amount from Step 2a to the maximum payable vacation leave hours from Step 1 to determine the total allowable vacation leave hours.

Step 3: Compare the number of vacation leave hours taken by the member during that fiscal year to the total number of allowable vacation leave hours from Step 2b.

Step 4a: If the number of vacation leave hours taken by the member during that fiscal year is less than the total allowable vacation leave from Step 2b, then the City shall compensate the member for the dollar value of that difference up to the maximum payable vacation leave hours from Step 1.

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Step 4b: If the number of vacation leave hours taken by the member during that fiscal year is greater than the total allowable vacation leave the result from Step 2b, then the member shall reimburse the City for the dollar value of that difference.

Section 5: A member shall:

A. be entitled to take a minimum increment of two (2) hours of vacation leave at a time. The time increment may be waived at the sole discretion of the City Manager or designee.

B. be entitled to take, for any single instance, a maximum increment of vacation leave hours that is equal to but not greater than the annual number of hours of vacation leave that the member may earn in a single year pursuant to and in accordance with Section 2 of this Article.

1. Clarification: A member who has 480 accumulated vacation leave hours may take a leave of 160 hours, return to regular assigned duty for 160 hours and then, subject to the provisions of this Article, take a second leave of 160 hours, and so on.

C. be permitted to take split vacation leaves;

D. be allowed to utilize any combination of accumulated compensatory leave, holiday leave, and regular days off in conjunction with approved vacation leave; however, the combined maximum total of all such leave taken shall be subject to the time period limitations stated in Section 5B above.

E. In computing vacation leave taken pursuant to this article, regular days off immediately preceding the commencement of, falling within, or following the termination of the member's vacation leave shall be excluded.

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Section 6: A member shall be entitled to use accumulated vacation leave subject to the approval of the Department Director, or designee. All requests for vacation leave shall be ~~in any type of written format signed by the member~~ using the online (or automated) payroll system.

A. All members shall have the opportunity to select vacation leave for the next following fiscal year only during the selection period beginning on or about August 21 and ending on or about September 15. The Department Director or designee shall approve all vacation leave requests based on the member's seniority, subject to both the staffing and operational needs of the department.

B. A member who does not submit a vacation request during the selection period may submit a request for vacation leave to the Department Director, or designee, anytime during the year but not later than ~~fifteen~~ ten (10) days in advance of the first date(s) of the requested leave.

1. The Department Director or designee shall retain the sole discretion to waive that ~~fifteen~~ ten day advance notice deadline.

2. The Department Director (or designee) shall decide to approve or to deny a vacation request made pursuant to either Section 6-B or Section 6-B1 above based on seniority, if applicable, but subject to the staffing and operational needs of the department.

3. The Department Director (or designee) shall notify the member of that decision within three (3) working days after receiving the vacation request.

C. The Department Director, or designee, shall not otherwise unreasonably withhold approval of any vacation request made pursuant to this article.

D. In the event that a member's vacation leave request is denied, the member may request that the City Manager or designee review the matter. The City Manager (or designee) shall have the sole and final decision on the matter.

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Section 7: Subject to Section 6 above, an employee shall have the option of using the employee's accumulated vacation leave hours anytime during the fiscal year.

Section 8: At the sole option of the City, a member may sell accrued vacation leave to the City as follows:

1. No later than September 1, the member shall submit a written request to the Department Director who shall then submit a composite list to the City Manager no later than October 1st.

2. The total amount of monies available for the purchase of accrued vacation leave from all City employees shall be determined by the City Commission as part of the annual City budget.

a. Payment shall then be made on the basis of a ratio of the total number of City employees who requested to "sell" accrued vacation leave to the City to the total funds available for such purchase by the City.

For example: if the total list of such employees numbers fifty (50) persons, and there is Twenty-five Thousand Dollars (\$25,000.00) available for the purchase of accrued vacation, then each person shall receive Five Hundred Dollars (\$500.00), less that amount of money required by the City to meet the employer contributions for FICA taxes and Florida Retirement System.

b. In the event that the equal division of the available money between all employees exceeds the needs of any one employee's request, then the excess of the equal division shall be reapplied to the aggregate dollars available for the remaining employees.

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c. A member shall receive payment for selling vacation leave between the December 1 and December 15 of the year in which the funds were budgeted.

Section 9: It is the intent of the parties that, effective upon the date of ratification of this agreement, any time-off from work for the purpose of vacation leave as defined in this article, shall be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

Section 10: In the event of the death of a member, that member's heir(s) shall be entitled to an ~~immediate~~ timely lump sum payment equal to the cash value of all unused vacation leave available at the time of the member's death, subject to the provisions of Section 13 below. The cash value of said unused vacation leave stated in this section shall be calculated based on the member's hourly base rate of pay on the date of the member's death. The payout limitations stated in Section 12 of this article shall not apply to an event covered under this specific section.

Section 11: ~~The City Manager may, if the City Manager feels it is necessary, require a member to take a medical examination. If the member does not satisfactorily pass said medical examination or cannot perform the essential functions of the member's job, then the member's situation will be reviewed by the City Manager and the Department Director involved, to determine if there is a vacant position for which the member is qualified and in which the member can perform the essential functions of the job satisfactorily for the City. If there is none, every reasonable effort will be made to assist that member to apply for a disability pension and/or other retirement or compensation in accordance with state law. If that member is not eligible for any of the aforesaid, the member will be terminated.~~

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~~In the event that a member is unable to continue employment with the City, pursuant to the above paragraph, upon the termination of that member, the member shall be entitled to the cash value of all unused vacation leave available on the date that the member left the employ of the City, subject to the provisions of Section 13 below. The payout limitations stated in Section 12 of this Article shall not apply in an event covered under this specific action.~~

Section 112: A member who resigns or retires and said resignation or retirement is not the result of a disability, shall receive the cash value for vacation time accumulated pursuant to Section 2 and Section 3 of this article in the following manner:

Number of accumulated hours, up to a maximum of 660 hours after adjusting for any previous DROP vacation leave cash out, multiplied by the member's base hourly rate of pay on the effective date of the member's resignation/retirement, subject to the provisions of Section 13 below.

Section 123: ~~A. The City reserves the right to compensate an employee at the minimum wage rate for all hours worked during that individual's last pay period as an active employee.~~

~~B. The value of the difference between the employee's regular rate of pay and the minimum wage rate paid pursuant to Section 12 A above shall be combined with the value of all monies except for compensatory leave hours owed by the City to that employee.~~

A. C. In the event that the member owes the City for used but not earned vacation leave and/or sick leave and/or personal leave and/or for all other types of monies that may be owed, the cash value of those monies shall be subtracted first from the cash value of the combined total number of accumulated hours of sick leave and personal leave (prior to the pay-

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out limitations stated in Article 10 Section 9 and in Article 13 of this Agreement) and vacation leave capped at 660 hours; and then from the cash value of all available holiday leave hours; and then from the cash value of all accumulated compensatory hours.

B. D.—All cash values for unused vacation leave, unused sick leave, unused personal leave hours, available holiday leave, and accumulated compensatory leave, as well as for vacation leave, sick leave, personal leave and all other types of monies that may be owed by the member to the City shall be calculated based on the member's hourly base rate of pay on the effective date that the member terminates employment with the City.

C. E.—Upon member's notification of the member's intent to separate employment with the City, the City shall commence the member's final audit.

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ARTICLE 10

SICK LEAVE

Section 1: Sick leave shall not be considered as a right which an employee may use at his or her discretion, but rather as a privilege which shall be allowed only in case of personal sickness, disability, legal quarantine because of exposure to contagious disease, or in the case of illness within the immediate family.

A. An employee shall accumulate sick leave at the maximum rate of 3.6923 hours per regular pay period. A regular pay period shall be as defined in Article 8, Section 1 of this agreement.

B. An employee who is compensated for less hours than the regular eighty hours in a regular pay period, shall accumulate sick leave at the rate of 3.6923 hours pro-rated, based on the actual number of hours worked by the employee during that regular pay period.

C. An employee who is compensated for more hours than the regular eighty (80) hours in a regular pay period, shall accumulate a maximum total of 3.6923 hours of sick leave for that pay period.

Section 2: An employee may accumulate an unlimited aggregate number of sick leave hours.

Section 3: The City agrees that an employee may use only accumulated sick leave at no loss of pay.

A. An employee who is absent on sick leave shall verbally contact the employee's Department Director or designee as soon as possible each day to advise the City of

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the absence, and, if able to do so, indicate the expected length of the absence. The contact may be made by either the employee or any other person on behalf of the employee.

1. An employee shall not be required to furnish the City with a written statement regarding the absence from the employee's physician until that employee has been absent on sick leave for more than three (3) consecutive days; however, an employee who has been disciplined for either excessive sick leave use or abuse of sick leave anytime within the previous three (3) years shall be required to furnish the City with a written statement regarding the absence from the employee's physician whenever that employee has been absent on sick leave for more than two (2) consecutive days. An employee who has been absent on sick leave for more than three (3) consecutive days will also be responsible for completing and returning Family Medical Leave Act (FMLA) paperwork when requested to do so by the City, as well as a Fitness for Duty form, when applicable.

2. A member who is on sick leave or on approved leave without pay or on unapproved leave without pay or on any paid or unpaid leave granted pursuant to FMLA or out on any disability shall not perform any activity or demonstrate behavior that is inconsistent with either recuperating from or treating the illness or injury that is the basis for the absence.

3. Additionally, an employee who is receiving paid sick leave shall not engage in employment or activity of any kind for remuneration during the normal working hours for which paid sick leave is received, even if such activity or employment is otherwise consistent with either recuperating from or treating the illness or injury that is the basis for the absence, subject to disciplinary action.

4. An employee may be required at any time by the employee's Department Director, with the approval of the City Manager, to undergo any type of medical examination by a provider chosen solely by the City, at the City's sole expense. An

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employee requesting sick leave during an hour of duty shall be released immediately to go home or obtain immediate and appropriate medical attention, as designated by the City. This shall not be construed to mean that the employee shall remain on site until such time that the City has scheduled an appointment to provide appropriate medical attention. In such situations, the employee shall be immediately released to go home, but shall report to the designated medical provider to keep the appointment that was scheduled by the City.

5. An employee who is hospitalized shall not be required to make verbal contact with the employee's Department Director or designee after the first day of absence. The employee may instead provide a written statement from the employee's physician regarding the duration of the employee's absence to the employee's Department Director as soon as possible.

6. An employee who becomes ill during an hour of duty, shall be charged with sick leave for the actual time lost from regular duty.

a. Excluding leave permitted under the Family and Medical Leave Act (FMLA), an employee who uses sick leave on a day immediately prior to or immediately after a holiday shall not be compensated in any manner for that holiday subject to the sole discretion and sole decision of the City Manager or designee.

b. An employee who demonstrates abuse of sick leave or a pattern of excessive sick leave, excluding leave permitted under the Family and Medical Leave Act (FMLA), shall be subject to progressive disciplinary action.

In furtherance of the above, the City shall develop reasonable rules and regulations regarding excessive sick leave and abuse of sick leave as provided in Article 18 of this agreement.

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Section 4: An employee who takes time off for a circumstance that is eligible for coverage under the provisions of the Family and Medical Leave Act (FMLA) shall use first accumulated sick leave, then personal leave, then accumulated vacation leave, and then accumulated holiday leave.

A. For purposes for leave granted pursuant to FMLA, an immediate family member shall be defined as the employee, the employee's spouse, the employee's children, step children, parents and the parents of the employee's spouse, or as otherwise determined by the provisions of the FMLA.

B. At the mutual agreement of the City and the employee, an employee who has exhausted all accumulated sick leave, accumulated annual leave, and accumulated holiday leave, may use accumulated compensatory leave for leave permitted pursuant to the FMLA.

C. An employee who has exhausted all accumulated sick leave, accumulated annual leave, accumulated holiday leave, personal leave, and accumulated compensatory leave shall be entitled to unpaid leave for leave permitted pursuant to the FMLA. ~~An employee shall not be entitled to apply for sick bank hours for leave permitted under the FMLA.~~

Notwithstanding the provisions of Section 4-C above, the City Manager, at his sole discretion, may authorize a request to use sick leave donation program ~~bank~~ hours to cover leave permitted under the FMLA submitted on behalf of a member who either has less than five (5) years of regular, full-time service with the City of Margate or has utilized sick leave to cover an absence permitted under the FMLA within five (5) years of the date of that request.

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D. Any accumulated sick leave, vacation leave, personal leave, holiday leave, compensatory leave, and/or unpaid leave used by an employee to cover a circumstance that is eligible for coverage under the provisions of the FMLA shall be automatically counted towards the total leave permitted under that Act.

E. For purposes of determining the total annual leave permitted pursuant to the FMLA, the City shall calculate the FMLA leave benefit based on leave taken pursuant to Section 4C above during a given fiscal year.

Section 5: The City and the Federation shall continue to administer a sick leave donation ~~bank~~ program.

A. Only unit members shall be permitted to donate time to the sick leave donation program ~~bank~~. A unit member shall not be permitted to donate hours to the sick leave donation program ~~bank~~ if after making that donation that unit member's accrued sick leave total is reduced to less than 80 hours.

B. All donated sick leave donation program ~~bank~~ hours shall be collected for the specific use of a designated individual unit member and shall not be collected for use by the general unit membership.

C. Only unit members shall be permitted to draw time from the sick leave donation program ~~bank~~.

D. A unit member must exhaust all leave personally available to the member to cover the member's sick leave absence before the member may request to use the sick leave donation program ~~bank~~. A member shall not be allowed to utilize sick leave donation program ~~bank~~ hours if that member:

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1. has engaged in conduct previously documented by management to be a violation under Section 2 of the sick leave abuse policy of the City of Margate and the Federation of Public Employees within the 12 month period prior to requesting the use of sick leave donation program bank or,

2. is in the grievance process regarding the members alleged misconduct pursuant to the above referenced sick leave abuse policy.

E. Sick leave donation program bank hours shall be used to cover the sick leave absence of the designated individual unit member unless otherwise ~~approved~~ denied by the City Manager, or designee at the City Manager's sole discretion.

F. ~~Sick bank hours shall not be converted to an actual cash or monetary value for any purpose or reason.~~ The sick leave hours donated by an employee shall be transferred into a dollar value based upon the donating employee's hourly rate, to be converted for use by the receiving employee as donated sick leave donation hours.

G. All sick leave donation program bank hours received but not used by the designated individual unit member shall be returned on a pro-rated basis to those unit members who donated their sick leave hours to the sick leave donation program bank.

Section 6: It is the intent of the parties that any time-off from work for the purpose of sick leave as defined in this article, shall not be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

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Section 7: In the event of the death of an employee, that employee's heir(s) shall be entitled to an ~~immediate~~ timely lump sum payment equal to the cash value of all unused sick leave available at the time of the employee's death, subject to the provisions of Section 10 below.

The cash value of said unused sick leave stated in this section shall be calculated based on the employee's hourly base rate of pay on the date of the employee's death.

Section 8: In the event that an employee becomes disabled, and said disability prevents the employee from continuing employment with the City pursuant both to this agreement and to Section 30-79 (previously Section 16 1/4-79) of the City Code, upon the termination of that employee, the employee shall be entitled to the cash value of all unused sick leave available on the date that the employee leaves the employ of the City of Margate, subject to the provisions of Section 10 below.

The cash value of said unused sick leave stated in this section shall be calculated based on the employee's hourly base rate of pay on the date that the employee leaves the employ of the City of Margate.

Section 9: An employee who has at least six (6) years of regular, full-time service with the City, and who resigns or retires in good standing, and said resignation/retirement is not the result of a disability, shall receive the cash value for sick hours accumulated pursuant to Section 1 of this article in the following manner:

Number of accumulated hours multiplied by 60% (sixty percent), up to a maximum of 2,080 hours, multiplied by the per hour dollar value of the average of the employee's three highest hourly base rates. The hourly base rate is defined as the hourly rate earned not only on the effective date of resignation/retirement but also on each such calendar date for all previous years of employment.

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Section 10: In the event that the member owes the City for used but not earned sick leave and/or vacation leave and/or personal leave and/or for all other types of monies that may be owed, the total cash value of those monies shall be subtracted first from the cash value of the combined total number of accumulated hours of sick leave and personal leave (prior to the payout limitations stated in Section 9 above and in Article 13 of this Agreement) and vacation leave capped at 660 hours; and then from the cash value of all available holiday leave hours; and then from the cash value of all accumulated compensatory hours.

All cash values for unused sick leave, unused vacation leave, unused personal leave hours, available holiday leave, and accumulated compensatory leave, as well as for vacation leave, sick leave, personal leave and all other types of monies that may be owed by the member to the City shall be calculated based on the member's hourly base rate of pay on the effective date that the member terminates employment with the City.

Upon a member's notification of the member's intent to separate employment with the City, the City shall commence the member's final audit.

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ARTICLE 11

HOLIDAYS

Section 1: Except as otherwise provided in this article, an employee shall receive the following designated holidays:

Veterans' Day
Thanksgiving Day
Day following Thanksgiving Day
Day preceding Christmas Day
Christmas Day
New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Fourth of July
Labor Day

A. For purposes of determining the benefits provided for in this article, a traditional work schedule shall be considered to be either four (4) consecutive ten (10) hour days ~~with regular days off of Friday, Saturday, and Sundays (4-10, Fridays)~~ or five (5) consecutive eight (8) hour days ~~with regular days off of Saturday and Sunday (5-8)~~. A non-traditional schedule applies to employees working on a schedule to fulfill 24/7 coverage for treatment plant operations or five (5) consecutive eight (8) hour days with regular days off other than Saturday and Sunday.

B. For an employee who works a 4-10, ~~Fridays~~ traditional work schedule and who does not receive compensable holiday leave bank hours the following shall apply:

1. Monday – Thursday work schedule:

a. Monday holiday – Monday off

b. Friday or Saturday holiday – employee receives floating holiday

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c. Sunday holiday and City Hall closed on the adjacent Monday – Monday off

2. Tuesday – Friday work schedule:

a. Friday holiday – Friday off

b. Sunday or Monday holiday – employee receives floating holiday

c. Saturday holiday and City Hall is closed on the adjacent Friday – Friday off

2. ~~When a designated holiday falls on either a Friday or a Saturday, the employee shall receive a personal holiday in lieu of that holiday;~~

3. ~~When a designated holiday falls on a Sunday, the employee shall receive the adjacent Monday in lieu of that holiday.~~

4. ~~When a designated holiday falls on a Monday, Tuesday, Wednesday, or Thursday, the employee shall receive a full paid day off from work if they are not required to work on the holiday.~~

5. For all employees who did not receive a holiday bank, except 24/7 Treatment Plant Operators, When an employee works on a holiday, the following shall apply:

<u>WORK/LEAVE STATUS</u>	<u>HOLIDAY BENEFIT</u>
<u>A designated holiday falls on a day the employee usually works and the employee is required to work the designated holiday</u>	<u>Time and one half for hours worked and 8 hours (10 if employee works 10 hour schedule) of straight holiday pay but hours don't count as hours worked for overtime</u>
<u>A designated holiday falls on a day the employee usually works but the employee is not required to work the designated holiday</u>	<u>8 hours (10 if employee works 10 hour schedule) of straight holiday pay but hours don't count as hours worked for overtime</u>
<u>Employee is on approved annual leave and does not work the designated holiday</u>	<u>8 hours (10 if employee works 10 hour schedule) of straight holiday pay but hours don't count as hours worked for overtime</u>
<u>The actual holiday is not the designated holiday and falls on a day the employee usually works and the employee is required to work the</u>	<u>Time and one half for hours worked</u>

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<u>actual holiday</u>	
<u>The actual holiday is not the designated holiday and falls on a day the employee usually works but the employee is not required to work the designated holiday</u>	<u>8 hours (10 if employee works 10 hour schedule) of straight holiday pay but hours don't count as hours worked for overtime</u>
<u>Employee is not scheduled to work a designated holiday but is called in to work</u>	<u>Employee will receive a floating holiday to be used within the fiscal year it is received and Time and one half for hours worked</u>
<u>Employee is not scheduled to work an actual holiday which is not the designated holiday but is called in to work</u>	<u>Employee will receive a floating holiday to be used within the fiscal year it is received and Time and one half for hours worked</u>
<u>An actual holiday falls on a day that an employee is not scheduled to work and the employee does not work</u>	<u>Employee will receive a floating holiday to be used within the fiscal year it is received</u>

- A- Employee will receive a floating holiday to be used within the fiscal year it is received
- B- Time and one half for hours worked
- C- 8 hours (10 if employee works 10 hour schedule) of straight holiday pay but hours don't count as hours worked for overtime

6. Treatment Plant Operators who work a non-traditional 24/7 schedule, shall receive regular pay for all scheduled hours, and holiday pay for holidays as they occur. They do not receive a holiday bank.

TRADITIONAL: 4 day 10 hour, Mon.-Thu. Schedule and do not receive holiday bank hours	Employee earns:
Holiday occurs and observed by City on Monday Thursday a and employee works on the holiday or Holiday occurs on Friday Saturday and employee works on the holiday	Time and one-half pay for all hours worked on the holiday + regular time for all other regular hours worked during the work period + 10 hours holiday pay for the holiday*
Holiday occurs on Sunday (City observes on Monday) and employee works on the Sunday holiday	Time and one-half pay for all hours worked on the holiday + regular time for all other regular hours worked during the work period + 10 hour paid holiday off from work on the holiday

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Holiday occurs on Sunday (City observes on Monday) and employee works on both Sunday and Monday	Time and one-half pay for all hours worked on both Sunday and Monday + regular time for all other regular hours worked during the work period + 10 hours holiday pay for the Monday holiday*
	<i>Note: for the above categories regarding references to regular time, employees would earn any additional overtime pay that they are eligible for under this agreement</i>
	<i>*Note: Upon approval of the Department Head, the employee may receive a personal holiday, in lieu of the holiday pay</i>

C. For an employee who works a 5-8 traditional work schedule and who does not receive compensable holiday leave bank hours:

1. When a designated holiday falls on a Saturday, the employee shall receive the adjacent Friday off in lieu of that holiday;
2. When a designated holiday falls on a Sunday, the employee shall receive the adjacent Monday off in lieu of that holiday.
3. When a designated holiday falls on a Monday, Tuesday, Wednesday, Thursday, or Friday, the employee shall receive a full paid day off from work if they are not required to work on the holiday.
4. When an employee works on a holiday, the following shall apply:

TRADITIONAL: 5 day-8 hour, Mon.-Fri. Schedule and do not receive holiday bank hours	Employee earns:
Holiday occurs and observed by City on Monday-Friday and employee works on the holiday	Time and one-half pay for all hours worked on the holiday + regular time for all other regular hours worked during the work period + 8 hours holiday pay for the holiday*
Holiday occurs on Saturday (City observes on Friday) and employee works on the Saturday holiday	Time and one-half pay for all hours worked on the holiday + regular time for all other regular hours worked during the work period + 8 hour paid holiday off from work on the Friday holiday

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Holiday occurs on Sunday (City observes on Monday) and employee works on the Sunday holiday	Time and one-half pay for all hours worked on the holiday + regular time for all other regular hours worked during the work period + 8 hour paid holiday off from work on the Monday holiday
Holiday occurs on Saturday or Sunday (City observes on Friday or Monday) and employee works on both the day the holiday occurs and the day the City observes the holiday	Time and one-half pay for all hours worked on both days + regular time for all other regular hours worked during the work period + 8 hours holiday pay for the day observed by the City for the holiday*
	<i>Note: for the above categories regarding references to regular time, employees would earn any additional overtime pay that they are eligible for under this agreement</i>
	<i>*Note: Upon approval of the Department Head, the employee may receive a personal holiday, in lieu of the holiday pay</i>

D. For an employee who works a non-traditional work schedule for treatment plant operations and who does not receive compensable holiday leave bank hours the following shall apply:

NON-TRADITIONAL: 24/7 for treatment plant operations and do not receive holiday bank hours	Employee earns:
Employee works on the day observed* by the City for the holiday	Regular time for all regular shift hours worked during the work period (including hours worked on the holiday) + 10 hours holiday pay for the holiday
Employee does not work on the day observed* by the City for the holiday	Regular time for all regular shift hours worked during the work period + 10 hours holiday pay for the holiday
Employee works overtime on a shift that includes at least a portion of the day observed* by the City for the holiday	Regular time for all regular shift hours worked during the work period + 10 hours holiday pay + time and one-half for all overtime hours worked during the shift that covers the City designated holiday
<i>*Note: the references to the day the City observes a holiday will be the same as the day observed by the City for employees on a traditional 4 day - 10 hour, Mon.-Thu. Schedule</i>	<i>Note: for the above categories regarding references to regular time, employees would earn any additional overtime pay that they are eligible for under this agreement</i>

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E. For an employee who works a 5-8 non-traditional work schedule (regular days off other than both Saturday and Sunday) and who does not receive compensable holiday leave bank hours the following shall apply:

NON-TRADITIONAL: 5 day-8 hour schedule; does not have regular days off (RDO) of both Sat. and Sun., and does not receive holiday bank hours	Employee earns:
Holiday observed* by City on regular work day and employee does not work on the holiday	8 hour paid holiday off from work on the day the City observes the holiday
Holiday observed* by City on RDO and employee does not work on the holiday	Regular time for all regular shift hours worked during the work period + 8 hours holiday pay for the holiday**
Holiday observed* by City on regular work day or RDO and employee works on the day the holiday is observed*	Time and one-half pay for all hours worked on the holiday + regular time for all other regular hours worked during the work period + 8 hours holiday pay for the holiday**
Holiday occurs on RDO (City observes* holiday on a different day) and employee works on the day the holiday occurs or Holiday occurs on employee's regular work day (City observes* holiday on a different day) and employee works on the day the holiday occurs	Time and one-half pay for all hours worked on the holiday + regular time for all other regular hours worked during the work period + 8 hours holiday pay** or 8 hour paid holiday off from work for the day observed by the City for the holiday (in accordance with provisions at the beginning of this table regarding whether the City observed holiday is on a regular work day or RDO)
Holiday occurs on a different day than the day observed by the City and the employee works both the day the holiday occurs and the day the City observes* the holiday	Time and one-half pay for all hours worked on both days + regular time for all other regular hours worked during the work period + 8 hours holiday pay for the day observed by the City for the holiday**
<i>*Note: the references to the day the City observes a holiday will be the same as the day observed by the City for employees on a traditional 5 day - 8 hour, Mon.-Fri. Schedule</i>	<i>Note: for the above categories regarding references to regular time, employees would earn any additional overtime pay that they are eligible for under this agreement</i>
	<i>** Note: Upon approval of the Department Head, the employee may receive a personal holiday, in lieu of the holiday pay</i>

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Section 2: In addition to the designated holidays listed in Section 1 above, an employee who completes the initial probationary period shall receive one (1) personal holiday day each fiscal year.

A. Personal holiday leave:

Shall be used only in increment(s) equal to the length in hours of the employee's normal work shift;

Shall not be used to cover a sick leave absence except as provided in Article 10 of this Agreement;

May be utilized in conjunction with any combination of accumulated compensatory leave of any type, vacation leave, personal holiday day leave, and regular days off; and

May be utilized anytime during the fiscal year, subject to the limiting provisions stated throughout this article.

B. An employee shall forfeit any personal holiday leave that was not used during the fiscal year in which it was received, with one exception: when an employee's personal holiday leave request has been denied by management in writing, and if management does not make the opportunity available for the employee to use such leave prior to the end of that same fiscal year, then the employee shall be compensated for each such unused personal holiday leave hour at the employee's regular hourly rate of pay as of September 30 of that year. Such compensation shall be paid no later than the first full pay period of the next fiscal year.

C. An employee who is credited with or has received holiday leave pursuant to any current collective bargaining agreement ratified by the City or any City of Margate resolution and who subsequently becomes covered under this agreement shall not be entitled to the benefit in this Section 2 for that fiscal year.

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D. An employee who terminates employment with the City of Margate for any reason shall not be entitled to any type of compensation for received but not used personal holiday day leave hours.

E. To ensure both effective operations of the department and accurate payroll administration, personal holiday day leave shall be determined as follows:

1. On or about September 25th of the preceding fiscal year, the employee may submit a written request for the employee's personal holiday day dates to the Department Director ~~Head~~. That request will indicate primary and alternate leave dates. An employee who submits a request after September 25th shall forfeit any seniority preference for approval of that request.

2. The Department Director shall approve the dates submitted based first, on maintaining the effective operations of the department, and secondly, on seniority within the department. No later than five (5) business days of receiving such request(s), the Department Director shall advise each employee whether the requested date has been approved or not. In the event that the employee's requested date(s) has not been approved, the employee shall request another date(s), subject to the approval conditions stated in this section.

3. Once approved, an employee's requested personal holiday day date shall not be changed by either the employee or the Department Director, with two exceptions:

Exception 1: The Department Director may subsequently deny a previously approved personal holiday date in order to maintain effective operations of the department. In such situations, the employee shall request another personal holiday day date, subject to the applicable approval conditions listed elsewhere in this article;

Exception 2: When an employee requires bereavement leave off on a previously approved date, the employee shall not be charged for the personal holiday leave. In

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such situations, the employee shall request another personal holiday day date, subject to the applicable approval conditions listed elsewhere in this article.

Section 3: For purposes of this article:

A. A designated holiday and a personal holiday day shall be defined as a day on which the employee shall be entitled to be away from regular duty for one work shift yet receive compensation for that work shift at the employee's regular hourly rate of pay and full benefits;

B. Holiday pay shall be deemed to be the dollar value equal to one regular work shift paid at the employee's regular hourly rate of pay.

C. In any single contract year, the maximum total amount of holiday leave- in any combination of designated holiday leave, personal holiday leave, and compensable holiday bank leave- that an employee may either utilize or receive compensation for- or any combination of the two- shall be limited to the equivalent of 12 regular work shifts. No type of holiday leave shall be carried over from one contract year to another unless otherwise specifically stated elsewhere in this article.

Section 4: On October 1 of each year covered under this agreement, an employee who is employed in the regular full-time position of Call Taker or of Community Service Aide and who works a shift of five (5) eight (8) hour days shall receive a total of ninety-six (96) compensable holiday bank leave hours (the equivalent of twelve (12) regular work shifts) in lieu of receiving any holiday leave provided for in Section 1 and Section 2 of this article.

On October 1 of each year covered under this agreement, an employee who is employed in the regular full-time position of Call Taker or of Community Service Aide and who works a shift of four (4) ten (10) hour days shall receive a total of one hundred twenty (120)

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compensable holiday bank leave hours (the equivalent of twelve (12) regular work shifts) in lieu of receiving any holiday leave provided for in Section 1 and Section 2 of this article.

A. The number of compensable holiday bank leave hours provided to an employee pursuant to this section shall be adjusted (increased or decreased, as applicable) when an employee's work shift changes from five (5) eight (8) hour days to four (4) ten (10) hour days, or vice-versa.

1. The actual number of holiday bank leave hours that shall be adjusted {increased or decreased} shall be based both on the number of holiday bank leave hours used by the employee as of the date on which the employee's shift change occurs and also on the number of designated holidays that remain in the fiscal year after the date on which the employee's shift change occurs.

B. Compensable holiday bank leave hours:

Shall be used only in increment(s) of two or more hours;

Shall not be used to cover a sick leave absence except as provided in Article 10 of this Agreement;

May be utilized in conjunction with any combination of accumulated compensatory leave of any type, vacation leave, compensable holiday bank leave, and regular days off; and

May be utilized anytime during the fiscal year, subject to the limiting provisions stated throughout this article.

C. An employee shall forfeit any compensable holiday bank leave that was not used during the fiscal year in which it was received, with one exception: when an employee's compensable holiday bank leave request has been denied by management in writing, and if

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management does not make the opportunity available for the employee to use such leave prior to the end of that same fiscal year, then the employee shall be compensated for each such unused compensable holiday bank leave hour at the employee's regular hourly rate of pay as of September 30 of that year. Said compensation shall be paid no later than the first full pay period of the next fiscal year.

D. An employee who is credited with or has received holiday leave pursuant to any current collective bargaining agreement ratified by the City or any City of Margate resolution and who subsequently becomes covered under this article shall be credited with compensable holiday leave bank hours pro-rated from the date that the employee becomes covered under this article, based on the number of designated holidays listed in Section 1 of this article that remain in the fiscal year.

E. To ensure both effective operations of the Police Department and accurate payroll administration, the use of compensable holiday bank leave hours shall be determined as follows:

1. The Police Department employee shall submit a written request to the Police Chief or designee at least thirty (30) days prior to the desired date(s) of leave but no later than April 1 of each year. The Police Chief or designee shall have the discretion to waive any time requirements for submitting a request.

2. The Police Chief, or designee, shall approve the request subject to the staffing and operational needs of the Police Department. Approval shall not be unreasonably withheld.

a. In the event that an employee's leave request is denied, the employee may request that the City Manager review the matter. The City Manager shall have the sole final decision in the matter.

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3. The Police Chief shall have the right to schedule a Police Department employee to take compensable holiday bank leave on any day that is a designated holiday pursuant to this or any other current collective bargaining agreement ratified by the City .

F. The provisions of Section E above shall apply in a situation where an employee assigned to a department other than the Police Department receives compensable holiday bank leave, substituting the respective Department Director for the Police Chief as applicable.

G. An employee who terminates employment with the City of Margate for any reason shall be compensated for earned but not used compensatory holiday bank leave hours or shall reimburse the City for used but not earned compensatory holiday leave bank hours, whichever is applicable, on a pro-rated basis as follows:

Beginning with the first day of the fiscal year and ending with the effective date that the employee terminates employment with the City, determine the number of designated holidays recognized for the non-bargained for personnel of the City; then multiply that number by the number of hours of the employee's normal work shift; then subtract from that resulting number the number of holiday hours used by the employee; and then multiply that resulting number by the employee's regular hourly rate of pay.

If the final dollar figure determined above is a positive number, the City shall compensate the employee for that amount; if the final dollar figure determined above is a negative number, then the employee shall reimburse the City for that amount.

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Section 5: It is the intent of the parties that any time-off from work for the purpose of holiday leave as defined in this article, with the exception of compensable holiday bank leave hours or personal holiday leave, shall be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

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ARTICLE 12

BEREAVEMENT LEAVE

Section 1: A member shall be granted bereavement leave at full pay as described below. The bereavement leave shall not be deducted from the member's vacation leave, personal leave, or sick leave.

A. A member who suffers the death of a spouse, child or stepchild, parent, or stepparent shall be granted bereavement leave of three (3) days.

B. A member who suffers the death of the member's sister, brother, grandparent, or grandchild or the mother, father, sister, brother, grandparent, or grandchild of the member's spouse shall be granted bereavement leave of three (3) days.

C. A member may request to use personal leave, annual leave, and/or compensatory leave to cover a bereavement leave-related absence beyond three (3) days.

Section 2: A member shall submit a written bereavement leave request to the Department Director (or designee) as soon as possible denoting the requested leave dates. The City reserves the right to require the member to provide reasonable documentation (e.g., Death Certificate) to support the approval of bereavement leave upon the employee's return to regular duty.

Section 3: It is the intent of the parties that any time-off from work for the purpose of bereavement leave as defined in this article shall not be included as hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

ARTICLE 13

PERSONAL LEAVE

Section 1: Each member shall have the opportunity to accrue personal leave as described below.

A. On October 1 of each year of this agreement, a member who has at least two years of regular full-time service with the City of Margate on that date and who has saved 75% or more of the member's annual allotted sick leave hours for the preceding fiscal year may voluntarily convert unused sick leave hours to personal leave hours. For a member whose regular work week consists of five (5) eight (8) hour shifts, the combined total number of sick leave hours that may be converted and the number of sick leave hours used during that preceding fiscal year shall not exceed 32 hours. The number of converted sick leave hours shall be subtracted from the member's lifetime aggregate of sick leave hours saved.

B. On October 1 of each year of this agreement, a member who has at least two years of regular full-time service with the City of Margate on that date and who has saved 75% or more of the member's annual allotted sick leave hours for the preceding fiscal year may voluntarily convert unused sick leave hours to personal leave hours. For a member whose regular work week consists of four (4) ten (10) hour shifts, the combined total number of sick leave hours that may be converted and the number of sick leave hours used during that preceding fiscal year shall not exceed 40 hours. The number of converted sick leave hours shall be subtracted from the member's lifetime aggregate of sick leave hours saved.

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C. On October 1 of each year of this agreement, a member whose regular work week consists of five (5) eight (8) hour shifts and who has at least two years of regular full-time service with the City of Margate on that date and who has ~~not~~ used eight (8) hours or less of sick leave during the preceding fiscal year shall receive one (1) shift worth of personal leave hours.

D. On October 1 of each year of this agreement, a member whose regular work week consists of four (4) ten (10) hour shifts and who has at least two years of regular full-time service with the City of Margate on that date and who has used ten (10) hours or less of sick leave during the preceding fiscal year shall receive one (1) shift worth of personal leave hours.

E. A member who was an employee of the City on January 1, 2015, and who is still employed by the City at the time of ratification of this agreement, shall be eligible to convert and/or accrue personal leave hours in accordance with this section effective retroactive to October 1, 2014.

Section 2: A member shall be free to use personal leave to cover any absence, other than an absence that results from a disciplinary action. Personal leave hours may be used to cover an absence permitted pursuant to the FMLA after the member has first exhausted available sick leave hours.

Section 3: A member shall not be required to provide a reason for requesting personal leave, except in the case of an absence permitted pursuant to the FMLA.

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Section 4: A member shall submit a personal leave request anytime in advance of the desired time off; however, the member should submit the request for personal leave as far in advance as possible to reduce the possibility of the request being denied because of staffing and operational needs.

Section 5: All personal leave requests shall be made in writing with one exception. That exception is that a "same day" request may be made either verbally in person or via a phone call made by only the member. In such cases, the member shall complete a written request upon returning to duty.

Section 6: A member who calls in a request for personal leave after the start of the member's shift shall receive personal leave (subject to staffing and operational needs) beginning at the time that the call was confirmed as being received. Any absence prior to the time that the member's request for personal leave was made shall be considered as LWOP.

Section 7: Personal leave time may be used in conjunction with any other type of approved leave or regular days off, except as otherwise provided in this article.

Section 8: All personal leave requests, whether made in writing, verbally, or called in over the phone, shall be subject to a department's staffing and operational needs as determined by the sole discretion of the Department Director or designee.

Section 9: In the event of the death of a member, that member's heir(s) shall be entitled to an immediate lump sum payment equal to the cash value of all unused personal leave available at the time of the member's death, subject to the provisions of Section 12 below. The

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payout limitations stated in Section 11 of this article shall not apply to an event covered under this specific section.

The cash value of said unused personal leave stated in this section shall be calculated based on the member's hourly base rate of pay on the date of the member's death.

Section 10: In the event that a member becomes disabled, and said disability prevents the member from continuing employment with the City pursuant both to this agreement and to Section 30-79 (previously Section 16 1/4-79) of the City Code, upon the termination of that member, the member shall be entitled to the cash value of all unused personal leave available on the date that the member leaves the employ of the City of Margate, subject to the provisions of Section 12 below. The payout limitations stated in Section 11 of this article shall not apply to an event covered under this specific section.

The cash value of said unused personal leave stated in this section shall be calculated based on the member's hourly base rate of pay on the date that the employee leaves the employ of the City of Margate.

Section 11: A member who resigns or retires in good standing, and said resignation/retirement is not the result of a disability, shall receive a payment of the cash value for all personal leave hours accumulated pursuant to this article.

The payment shall be equal to the cash value calculated by multiplying the number of accumulated personal leave hours by the per dollar hour value of the average of the member's three (3) highest hourly base rates of pay. The hourly base rate is defined as the hourly rate earned not only on the effective date of resignation/retirement but also on each such calendar date for all previous years of employment.

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Section 12: In the event that the member owes the City for used but not earned personal leave and/or sick leave and/or vacation leave and/or for all other types of monies that may be owed, the cash value of those monies shall be subtracted first from the cash value of the combined total number of accumulated hours of personal leave and sick leave (prior to the pay-out limitations stated in Section 11 above and Article 10 Section 9 of this Agreement) and vacation leave capped at 660 hours; and then from the cash value of any applicable holiday leave hours; and then from the cash value of all accumulated compensatory hours.

All cash values for unused vacation leave, unused sick leave, unused personal leave hours, applicable holiday leave hours, and accumulated compensatory leave, as well as for personal leave, sick leave, vacation leave and for all other types of monies that may be owed by the member to the City shall be calculated based on the member's hourly base rate of pay on the effective date that the member terminates employment with the City.

Section 13: It is the intent of the parties that, effective upon the date of ratification of this agreement, any time-off from work for the purpose of personal leave as defined in this article, shall be included as hours worked for the City of Margate.

ARTICLE 14

WORK IN OTHER JOB CLASSIFICATIONS

A. Each employee covered under this Agreement shall work only within the employee's regular job classification. However, in the event of temporary vacancies or absences in either a lower or higher job classification, the City may temporarily assign an employee to a lower or higher job classification subject to the following provisions:

1. An employee may be assigned to a lower job classification only when there is no work available in the employee's regular job classification. In the event that there is work available in that employee's regular job classification during the period in which the employee is temporarily assigned to a lower job classification, the employee will immediately be restored to the employee's regular job classification. An employee temporarily assigned to a lower paying job classification shall be compensated at the rate of pay received in the employee's regular paying job classification.

No person in a lower job classification may perform the function of a higher classification where a person in that higher classification is available and not working in the employee's job classification.

2. An employee temporarily assigned to a higher paying Federation job classification for a full shift or more, as herein indicated, shall be compensated for all hours worked in that job classification at either the entry level rate of pay of that higher paying job classification or at a rate equal to a ten percent (10%) increase over the rate of pay of the employee's regularly assigned job classification, whichever is the higher rate.

3. An employee temporarily assigned to perform the duties of a higher paying non-Federation job classification for a full shift or more shall be compensated for

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all hours worked in that job classification at a rate equal to a ten percent (10%) increase over the rate of pay of the employee's regularly assigned job classification.

4. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

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ARTICLE 15

JOB RELATED INJURY AND ILLNESS

Section 1: A member who suffers an on-the-job injury or illness shall receive workers' compensation benefits from the City pursuant to Florida Statute 440.

A. Specifically, a member:

1. shall not receive compensation for the first day of the disability; although a member may use accrued personal leave, compensatory time, or vacation leave for the first day of the disability if otherwise approved for use in accordance with this agreement;

2. shall receive compensation beginning the ~~third~~ second day of the disability; and

3. shall receive compensation for the first day of the disability if the injury or illness results in disability of more than 21 (twenty-one) days.

B. The actual amount of the compensation shall be determined pursuant to Florida Statute 440.15.

Section 2: A member who suffers an on-the-job injury or illness shall follow established City guidelines and State statutes both for reporting and for seeking medical treatment for any such injury or illness.

Section 3: Leave away from the job while on compensable job-related disability injury or illness shall not be charged against the member's sick leave or any other member leave bank.

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Section 4: Except as otherwise provided in this Article, if on one (1) year from the date that the member suffered the on-the-job injury or illness the member is unable to perform substantially all of the duties called for in the member's job description as a result of that injury/illness, then the member shall be subject to Section 30-79 (formerly Section 16 1/4-79) of the City Code. If at any time prior to one (1) year from the above stated date, the City, the Federation, and the member agree that such member shall not be able to-substantially perform all of the duties called for in the member's job description, the City may, at its discretion, terminate such member from employment providing the member receives equivalent benefits as if one (1) year had elapsed.

Section 5: The City shall pay two (2) full years of compensation to the designated beneficiary(ies) of a member who dies as a result of an injury on the job or arising out of, or in the course of employment as determined pursuant to Chapter 440 of the Florida Statutes. For purposes of this section, compensation shall be defined as the annual base salary earned by the member on the date of the member's death.

A. The member shall designate the member's beneficiary(ies) only by completing a City-provided form. The member shall be solely responsible for personally hand-delivering the completed form to a staff member of the City of Margate Human Resources Department.

The member may change the member's designated beneficiary(ies) at any time but only if the member complies with the provisions of Section 5-A of this article.

B. The City shall pay said benefit in two (2) installments. The first installment shall be paid no later than thirty (30) days after the date of the member's death; the second installment shall be paid in the twelfth month following the payment of the first

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installment. The City shall deduct applicable mandatory federal deductions from each installment payment.

In the event that there is more than one designated beneficiary, then the value of the said benefit to be paid by the City shall be split as equally as possible among the designated beneficiaries.

C. In the event that the member owes the City for used but not earned vacation leave and/or sick leave and/or for any other type of leave and/or for any monies owed by the member, then the cash value of said leave and/or monies shall be subtracted first from the cash value of all accumulated sick leave hours prior to the payout limitations stated the Sick Leave article of this Agreement; then from the cash value of all accumulated vacation leave hours prior to the payout limitations stated in the Vacation Leave article of this Agreement; then from the value of the first installment payment of the benefit stated in this section, and then from the cash value of all accumulated compensatory leave hours. The cash value of any monies, which may be owed by the member, shall be calculated based on the member's hourly base rate of pay on the effective date that the member terminated employment with the City.

Section 6: It is the intent of the parties that any time-off from work for the purpose of time away from work as defined in this article shall not be included as hours worked for the City of Margate for FLSA (Florida Labor Standards Act) purposes.

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ARTICLE 16

LIGHT DUTY

Section 1: Any employee who, because of any injury or illness sustained off the job, is unable to perform the essential duties of the employee's job classification, but is willing and able to work, may be eligible for light duty. The City Manager or designee, in their sole discretion, may temporarily assign the employee to any classification in which the employee is physically and technically qualified. During the period of such assignment, the employee will not suffer any loss of pay or benefits. The parties agree that voluntary light duty assignment may be terminated at any time by either the City or the employee without cause.

A. The City Manager or designee shall have the sole discretion to determine the actual duration of any light duty assignment.

~~Section 2: The City Manager or designee may, if the City Manager feels it necessary, require an employee to take a medical examination. If the employee does not satisfactorily pass said medical examination and cannot perform the essential functions of the employee's job, then the employee's situation will be reviewed by the City Manager and the Department Director involved, to determine if there is a vacant position for which the employee is qualified and which the employee can perform the essential functions of the job satisfactorily for the City. If there is none, every reasonable effort will be made to assist said employee to apply for a disability pension and/or other retirement or compensation in accordance with state law. If said employee is not eligible for any of the aforesaid, the employee will be terminated.~~

~~In the event that an employee is unable to continue employment with the City of Margate, pursuant to the above paragraph, upon termination of that employee, the employee~~

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~~shall be entitled to the cash value of all unused sick leave available on the date that the employee
leaves the employ of the City of Margate, subject to the provisions in Article 10.~~

~~The cash value of said unused sick leave stated in this section shall be calculated based
on the employee's hourly base rate of pay on the date that the employee leaves the employ of the
City of Margate.~~

Section 23: In accordance with the provisions of the Fair Labor Standards Act,
management reserves the right to redefine the work period and exemption status for those
employees of the bargaining unit who are affected by the light duty provisions of this Article.

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ARTICLE 17

PROMOTIONS-VACANCIES

Section 1: The City agrees to post notices of all employment vacancies on departmental bulletin boards and the City website.

Section 2: The City agrees that notices of promotion employment vacancies shall be placed on the appropriate bulletin boards at least two (2) weeks prior to the date of any given examination. The City agrees to make available in the Human Resources Department a reasonable amount of reference materials when same are available and/or as applicable, to be used for study purposes. The City shall establish reasonable rules and procedures for checking out said reference material.

Section 3: An employee promoted to a Federation covered position classification with a higher pay grade shall receive a 5% pay increase (rounded up to next highest step above 5%) or moved to the new position's pay grade minimum, whichever is greater.

Section 4: Vacancies other than the promotional vacancies mentioned above shall be posted for a minimum period of ten (10) working days on bulletin boards and other means as described above.

Section 5: ~~As a prerequisite to promotion, an employee shall be required to successfully pass a physical examination accomplished by such physician(s) or medical provider(s) as the City may designate. The employee shall not be required to pay for such physical examination or any tests attendant thereto. The physical examination shall include a drug test, which shall consist of a urine analysis as follows:~~

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A. ~~An initial screening of an E.M.I.T. test (enzyme multiplied immunoassay technique);~~

B. ~~If the result of the above test is positive, the sample supplied by the unit employee shall be subjected to a gc/ms test (gas chromatography/mass spectrophotometry).~~

C. ~~Should both of the above tests prove positive, the bargaining unit employee considered for promotion:~~

1. ~~Shall not be promoted; and,~~

2. ~~Shall be subject to other administrative action at the discretion of the administration.~~

D. ~~In the event drug testing technology improves its testing procedure, the City reserves the right to provide for different tests than those listed above. The Federation will be notified pursuant to the provisions of Article 18.~~

E. ~~Results of these physical/medical examinations and these drug tests are authorized to be released to the City of Margate pursuant to this article.~~

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ARTICLE 18

PERSONNEL RULES AND REGULATIONS

A. Whenever any new Personnel Rules and Regulations are formulated, employees of the Bargaining Unit shall receive fifteen (15) days notice prior to the change becoming effective and they shall be given reasonable notice and opportunity to present information before any administrator, official or body.

B. The City agrees that the Federation shall be given reasonable notice and opportunity to present information before any administrator, official or body prior to the implementation or modification of any subsequent rules or regulations.

ARTICLE 19

WORK CLOTHES (UNIFORMS) AND EQUIPMENT

Section 1: The City shall provide to DEES, Parks and Recreation, and Public Works personnel who are required to perform outdoor physical work the following articles of clothing: pants; either T Shirts or uniform shirts (any time during the year); raingear; a sun hat; and, where appropriate for sanitary concerns, coveralls. A shoe allowance shall be up to \$150 per year as needed and approved by department head or designee. At the option of the employer, shorts shall be allowed and provided in DEES, Parks and Recreation, and Public Works departments.

1. The City shall provide to a member who is employed in a non-sworn, non clerical position in the Police Department both a uniform and equipment as deemed appropriate by the Police Chief, subject to the approval of the City Manager.

2. A member who is employed and who has completed twelve (12) months of service in a non-sworn, non-clerical position in the Police Department shall receive a clothing allowance of \$150.00 per year for clothing replacement, dry-cleaning and laundry, with one exception. The exception is that a member who is employed and has completed twelve (12) months of service in the position of Code Compliance Officer, Community Service Aide, or Crime Scene Technician, shall receive a clothing allowance of ~~\$450~~\$600 per year for clothing replacement, dry-cleaning and laundry.

a. The City agrees to provide a Personal Body Armor ~~or~~ (ballistic) Vest to an employee who is employed in the position of either Code Compliance Officer or Community Service Aide.

b. One half of the clothing allowance shall be paid the first pay day of December and the second half shall be paid the first pay of June.

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~~e. The City shall pay the clothing allowance by separate check
apart from the employee's regular salary.~~

3. To ensure a neat, presentable, and professional appearance expected of an accredited police department, a Police Department member shall replace the member's designated uniforms of the day, i.e., shirts and pants, at a minimum of every other year. The City reserves the right to take appropriate measures to effect said replacement.

Section 2: Where appropriate for proper and safe job performance, the City shall provide safety shoes to the members, other than Police Department members. The City shall replace safety shoes as needed at no cost to the member, except when such shoes are lost or are damaged as a result of the member's negligence or carelessness. In such situations, the member shall bear the full cost of replacing the safety shoes.

Section 3: The City agrees to provide proper tools to the member to ensure proper job performance. The City further agrees to provide to any member who is required to handle any dead animal for any reason the appropriate tool(s) and equipment necessary to ensure the protection of the member's health, safety, and welfare.

Section 4: A member shall only wear City-issued or-owned clothing, shoes, or safety equipment during the period that begins one (1) hour before and ends one (1) hour after the member's assigned shift.

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Section 5: A member shall not use or operate, or be in possession of City issued or owned machinery, equipment, tools, supplies, or materials except when the employee is performing an assigned job duty for the City.

Section 6: A member shall not wear or use any unauthorized or non-issued item(s) as a substitute for any City issued or owned clothing, tool or equipment without the advanced approval of the employee's department administration.

1. A member shall not carry, wear, listen to, or utilize any type of electronic personal entertainment device (devices include but are not limited to iPod, iPad, Kindle, cell phone used for any purpose other than to make/receive a phone call) that is not owned by the City, nor shall a member transport any such device in any city vehicle during on-duty hours.

2. A member may carry a personal cell phone but shall use the cell phone only during an authorized break or for emergency situations; however, a member shall not use a personal cell phone for any reason while driving or riding in a city vehicle or using any city equipment or operating any city machinery.

Section 7: The City shall maintain shower and locker room facilities for those members who are required to perform outdoor physical work.

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ARTICLE 20

HEALTH AND LIFE INSURANCE

Section 1: The City shall make available single and dependent group health insurance (including accidental death and dismemberment coverage), and single and dependent life insurance to all members.

A. The premium rate cost that shall be paid by a member for coverage under the City's current group health plan options shall be as outlined in Attachment A of this agreement: ~~Both parties agree to meet and bargain, during the term of this agreement regarding the future related allocation of expenditures for health insurance benefits, and determined by the City during its insurance renewal process until December 31, 2017.~~

Effective January 1, 2018, the health insurance premium rate cost under the City's current group health plan options shall be split 80% paid by the City and 20% paid by current employee members. For retirees under age 65, the premium rate shall be split 65% paid by the City and 35% paid by the retiree. For retirees aged 65 or older or when Medicare eligible, the retiree shall pay 100% of the premium rate.

B. The City shall be responsible for determining: the base premium cost of providing health insurance and life insurance coverage; the program benefits and the related costs to provide those benefits and the amount of any applicable health care related surcharge.

C. During the life of this contract, the City shall attempt to make available to the member as many plan options as practicable.

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The parties acknowledge that health plans may be sponsored by outside agencies who may at any time in the future withdraw their sponsorship of such plans without recourse by the City.

1. In the event that an outside agency withdraws sponsorship of a plan, the City shall attempt to locate another outside agency to provide a similar plan with similar benefits at a similar cost.

2. A member who is covered under a plan whose sponsorship has been withdrawn shall have the right to select coverage from any other City health plan option. The member shall pay the related costs of that plan option.

Section 2: At the discretion of the City Manager, subject to the approval of the City Commission, the City may offer, in addition to the above stated coverages, other optional types of health and life insurance coverage on either a non-employee cost, shared cost, or full employee cost basis.

A. ~~Effective October 1, 2011,~~ Aa member shall be eligible to receive a reimbursement not to exceed seventy-five dollars (\$75) per contract year towards the cost of an eye examination and a reimbursement not to exceed one hundred dollars (\$100) per contract year towards the cost of eye glasses or contact lenses.

B. The City shall provide to each member a long term disability insurance benefit equivalent to the benefit level provided to the Fraternal Order of Police, Florida State Lodge (Police Officers and Sergeants) and or non-bargained employees, whichever benefit is greater.

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Section 3: An employee who is on leave without pay status shall be solely responsible for the full monthly premium cost(s) of all insurance coverage entitled to the employee.

Section 4: In accordance with and pursuant to Florida Statute 112.0801(1), the City shall offer to a retiring member (defined as a regular full-time employee who terminates regular full-time employment with the City and who has reached normal retirement age pursuant to the FRS and who immediately begins participation in the Florida Retirement System by either receiving monthly retirement benefit payments or by taking a disbursement from the investment plan) a one-time opportunity to participate in the City's employee group health and life insurance program.

A retiring member who rejects that initial opportunity to continue to participate in the City's employee group health and life insurance program shall not be entitled to another opportunity to renew her/his participation in that program at any time in the future.

A. The coverage under the City of Margate employee group health insurance plan provided pursuant to Section 4 above shall be supplemental and/or secondary to coverage under any and all other health insurance plan or program that is provided to or carried by the retiring member from any other source.

B. The benefit provided for in Section 4 above shall be reduced by any health insurance benefit and/or any health insurance premium offset and/or any type of co-payment from any other source that is provided to or carried by the retiring member.

C. It is unlawful for a person to willfully or knowingly make, or cause to be made, or to assist, conspire with, or urge another to make or cause to be made, any false, fraudulent, or misleading oral or written statement to obtain health insurance coverage provided

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under this section. A person who violates this sub-section commits a misdemeanor of the first degree, punishable as provided by Florida Statutes.

In addition to any applicable criminal penalty, upon conviction for a violation described in Section 4-C above, the person(s) who receives or seeks to receive health insurance benefits under this section shall forever forfeit the right to receive such health insurance benefits, and shall reimburse the City for all benefits paid due to the fraud or other prohibited activity. For purposes of this section, "conviction" shall mean a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

D. The premium rate cost that shall be paid by an individual who is eligible for the benefit provided for in this section shall be determined annually by the City.

Section 5: An employee who leaves the employ of the City and who is ineligible for health and life insurance coverage as a retiree member pursuant to and in accordance with applicable Florida Statutes and also in accordance with Section 4 above may be eligible for continued health benefits subject to the conditions stated in the federal law known as COBRA.

The premium cost to the individual for the coverage provided by the federal law known as COBRA shall be determined by the City.

Section 6: The City shall provide at no cost to each member \$35,000 term life insurance coverage on the member.

Section 7: The City shall pay the full premium cost to provide basic health and life insurance on behalf of the eligible dependent(s) of a member who dies as a result of any job-related injury or any job-related illness.

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A. An eligible dependent shall be defined as the surviving legally wedded spouse until remarried and/or each child defined as a dependent in accordance with all provisions of the Margate Group Health Plan Summary Plan Description.

B. The benefit provided for in this section shall exclude any other supplemental insurance or supplemental benefit that is not part of the basic group health insurance plan; however, an eligible dependent shall be entitled to purchase such supplemental options at the dependent's sole and total cost.

C. The City shall be relieved from the premium payment obligation described above beginning on the date that the deceased member would have reached either the normal retirement age under FRS or the full retirement age under Social Security, whichever is sooner; however, an eligible dependent shall be entitled to continue the health insurance benefit provided in this section subject to the health plan benefits and premium payment calculations and conditions applicable to a retired Margate employee.

D. The benefit provided for in this section also shall be subject to the provisions described below.

E. Health insurance benefits and/or any health insurance premium offsets and/or co-payments from any other source shall reduce the benefits provided.

F. It is unlawful for a person to willfully or knowingly make, or cause to be made, or to assist, conspire with, or urge another to make or cause to be made, any false fraudulent, or misleading oral or written statement to obtain health insurance coverage provided under this section. A person who violates this sub-section commits a misdemeanor of the first degree, punishable as provided by Florida Statutes.

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G. In addition to any applicable criminal penalty, upon conviction for a violation described in Section F above, the person(s) who receives or seeks to receive health insurance benefits under this section shall forever forfeit the right to receive such health insurance benefits, and shall reimburse the City for all benefits paid due to the fraud or other prohibited activity. For purposes of this section, "conviction" shall mean a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

H. Should there exist a conflict in whole or in part between a benefit provided in this section and a health insurance benefit provided through either the Florida Retirement System or Florida Workers' Compensation Statutes, the better benefit shall prevail.

Section 8: The City shall provide the option to continue to receive basic health, dental, and life insurance at the same level of basic plan benefit coverage and premium costs applicable to a retired Margate employee to the eligible dependents of a member who has twenty or more years of regular full-time service with the City of Margate and who dies as a result of any non self-inflicted non-job related injury or any non self-inflicted non job related illness.

A. An eligible dependent shall be defined as the surviving legally wedded spouse until remarried and/or each child defined as a dependent in accordance with all provisions of the Margate Group Health Plan Summary Plan Description.

B. The benefit provided for in this section shall exclude any other supplemental insurance or supplemental benefit that is not part of the basic group health insurance plan; however, an eligible dependent shall be entitled to purchase such supplemental options at the dependent's sole and total cost.

C. The City shall be relieved from the obligation to offer the premium cost payment rate described in this section beginning on the date that the deceased member

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would have reached either the normal retirement age under FRS or the full retirement age under Social Security, whichever is sooner; however, an eligible dependent shall be entitled to continue the health insurance benefit provided in this section subject to premium payment calculations and conditions determined by the City of Margate COBRA guidelines.

D. The benefit provided for in this section also shall be subject to the provisions described below.

1. Health insurance benefits and/or any health insurance premium offsets and/or co-payments from any other source shall reduce the benefits provided.

2. It is unlawful for a person to willfully or knowingly make, or cause to be made, or to assist, conspire with, or urge another to make or cause to be made, any false, fraudulent, or misleading oral or written statement to obtain health insurance coverage provided under this section. A person who violates this sub-section commits a misdemeanor of the first degree, punishable as provided by Florida Statutes.

3. In addition to any applicable criminal penalty, upon conviction for a violation described in Section 8 D-2 above, the person(s) who receives or seeks to receive health insurance benefits under this section shall forever forfeit the right to receive such health insurance benefits, and shall reimburse the City for all benefits paid due to the fraud or other prohibited activity. For purposes of this section, "conviction" shall mean a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

E. Should there exist a conflict in whole or in part between a benefit provided in this section and a health insurance benefit provided through Florida Retirement System, the better benefit shall prevail.

Section 9: The City shall provide the option to receive basic and/or supplemental health, dental, and life insurance at the same level of plan benefit coverage and premium costs

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applicable to a retired Margate employee to an employee (and to the eligible dependents of that employee) who terminates employment as a result of suffering a catastrophic injury as defined by s. 440.02 (37) that results from any job related injury or job-related illness.

A. An eligible dependent shall be defined as the employee's legally wedded spouse and/or child defined as a dependent in accordance with all provisions of the Margate Group Health Plan Summary Plan Description.

B. The benefit provided for in this section also shall be subject to the provisions described below.

1. Health insurance benefits and/or any health insurance premium offsets and/or co-payments from any other source shall reduce the benefits provided.

2. It is unlawful for a person to willfully or knowingly make, or cause to be made, or to assist, conspire with, or urge another to make or cause to be made, any false fraudulent, or misleading oral or written statement to obtain health insurance coverage provided under this section. A person who violates this sub-section commits a misdemeanor of the first degree, punishable as provided by Florida Statutes.

3. In addition to any applicable criminal penalty, upon conviction for a violation described in Section 9 B-2 above, the person(s) who receives or seeks to receive health insurance benefits under this section shall forfeit the right to receive such health insurance benefits, and shall reimburse the City for all benefits paid due to the fraud or other prohibited activity. For purposes of this section, "conviction" shall mean a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

C. Should there exist a conflict in whole or in part between a benefit provided in this section and a health insurance benefit provided through either the Florida Retirement System or Florida Workers' Compensation Statutes, the better benefit shall prevail.

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Section 10: The City shall provide the option to continue to receive basic health and life insurance at the same level of basic plan benefit coverage and premium costs applicable to a retired Margate employee to an employee (and to the eligible dependents of that employee) who has twenty or more years of regular full-time service with the City of Margate and who terminates regular full-time employment with the City as a result of suffering a catastrophic injury as defined by s. 440.02 (37) that results from any non self-inflicted non-job related injury or illness.

A. An eligible dependent shall be defined as the employee's legally wedded spouse and/or child defined as a dependent in accordance with all provisions of the Margate Group Health Plan Summary Plan Description.

B. The benefits provided for in this section shall exclude any other supplemental insurance or supplemental benefit that is not part of the basic group health insurance plan; however, an eligible dependent shall be entitled to purchase such supplemental options at the dependent's sole and total cost.

1. The benefit provided for in this section also shall be subject to the provisions described below.

2. Health insurance benefits and/or any health insurance premium offsets and/or co-payments from any other source shall reduce the benefits provided in this section. The health plan coverage benefit provided in this section shall be secondary to the health plan coverage benefit provided by any other source.

3. It is unlawful for a person to willfully or knowingly make, or cause to be made, or to assist, conspire with, or urge another to make or cause to be made, any false, fraudulent, or misleading oral or written statement to obtain health insurance coverage

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provided under this section. A person who violates this sub-section commits a misdemeanor of the first degree, punishable as provided by Florida Statutes.

4. In addition to any applicable criminal penalty, upon conviction for a violation described in Section 9 B-3 above, the person(s) who receives or seeks to receive health insurance benefits under this section shall forfeit the right to receive such health insurance benefits, and shall reimburse the City for all benefits paid due to the fraud or other prohibited activity. For purposes of this section, "conviction" shall mean a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

C. Should there exist a conflict in whole or in part between a benefit provided in this section and a health insurance benefit provided through Florida Retirement System, the better benefit shall prevail.

Section 11: The City shall provide to the eligible dependents of a deceased retiree the option to continue to receive basic health, dental, and life insurance at the same level of basic plan benefit coverage and premium costs then applicable to a retired Margate employee, provided that the deceased retiree:

1. Had at least 25 years of regular full-time service as a regular full time employee with the City of Margate;
2. Was drawing an FRS retirement benefit payment on the date of death; and
3. Died as a result of any non self-inflicted injury or any non self-inflicted illness.

A. For purposes of this section, an eligible dependent shall be defined as:

1. The surviving legally wedded spouse until either remarried or age 65 years or more, and/or

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2. Each child defined as a dependent in accordance with all provisions of the Margate Group Health Plan Summary Plan Description.

B. An eligible dependent who elects to receive the benefit stated in this section shall so notify the City Human Resources Payroll and Benefits Division staff via either certified mail or hand-delivered written notice or via email no later than thirty-one (31) calendar days after the death of the retiree.

C. The benefit provided for in this section shall exclude any other supplemental insurance or supplemental benefit that is not part of the basic group health insurance plan; however, an eligible dependent shall be entitled to purchase such supplemental options at the dependent's sole and total cost.

D. The benefit provided for in this section also shall be subject to the provisions described below.

1. Health insurance benefits and/or any health insurance premium offsets and/or co-payments from any other source shall reduce the benefits provided.

2. It is unlawful for a person to willfully or knowingly make, or cause to be made, or to assist, conspire with, or urge another to make or cause to be made, any false, fraudulent, or misleading oral or written statement to obtain health insurance coverage provided under this section. A person who violates this sub-section commits a misdemeanor of the first degree, punishable as provided by Florida Statutes.

a. In addition to any applicable criminal penalty, upon conviction for a violation described in Section 10 D-2 above, the person(s) who receives or seeks to receive health insurance benefits under this section shall forever forfeit the right to receive such health insurance benefits, and shall reimburse the City for all benefits paid due to the fraud or other prohibited activity. For purposes of this section, "conviction" shall mean a determination of guilt that is the result of a plea or trial, regardless of whether adjudication is withheld.

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F. Should there exist a conflict in whole or in part between a benefit provided in this section and a health insurance benefit provided through Florida Retirement System, the better benefit shall prevail.

ATTACHMENT A

The health insurance premium cost to the member, and to those retirees covered under Article 20 Section 4, shall be as follows, effective October 1, 2014:

For employees, per pay period:

\$64.23 for single coverage under the HMO Lo (or comparable) Plan

\$93.85 for single coverage under the HMO Hi (or comparable) Plan

\$101.54 for single coverage under the POS (or comparable) Plan

\$116.15 for dependent coverage under the HMO Lo (or comparable) Plan

\$178.08 for dependent coverage under the HMO Hi (or comparable) Plan

\$193.46 for dependent coverage under the POS (or comparable) Plan

For retirees, per month:

\$491.30 for single coverage under the HMO Lo (or comparable) Plan

\$573.28 for single coverage under the POS (or comparable) Plan

\$618.00 for single coverage under the HMO Hi (or comparable) Plan

\$635.00 for dependent coverage under the HMO Lo (or comparable) Plan

\$640.00 for dependent coverage under the POS (or comparable) Plan

\$650.00 for dependent coverage under the HMO Hi (or comparable) Plan

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ARTICLE 21

MARGATE EMPLOYEE BENEFIT TRUST FUND

Section 1: The parties agree that maintaining a Margate Employee Benefit Trust Fund (MEBTF) will assist the retiree(s) in purchasing needed health care benefits.

Section 2: The parties will maintain the current MEBTF during the term of this collective bargaining agreement for an employee who was hired on or before September 30, 2010. The MEBTF may include, but is not limited to life insurance, medical savings accounts and annuities.

A. An employee hired on or after October 1, 2010 shall not be entitled to any type of MEBTF-related benefit.

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ARTICLE 22

UNION ACCESS TO CITY PROPERTY

No more than three (3) representatives of the Federation shall at all times be permitted on the property of the City so long as said representatives do not interfere with working employees or work situations.

The above shall not in any way interfere or restrict the right of any representative of the Federation, or member of its Bargaining Unit, to attend any meeting as provided by the Government in the Sunshine Law of the State of Florida, the right of the public at large, or any other natural person in the conduct of City business.

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ARTICLE 23

BULLETIN BOARDS

The City agrees to permit reasonable use of all departmental bulletin boards located throughout the City by the Federation. In the event the departmental bulletin board has a lock, the City agrees to post Union materials upon request by the Union Steward or other authorized Union official within a reasonably timely manner by the City representative having access to the locked bulletin board.

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ARTICLE 24

SAFETY AND SAFETY COMMITTEE

Section 1: The City and the Federation recognize the importance of an adequate safety program. Accordingly, there shall be a safety committee formed which shall be composed of the City's Risk Manager, a Federation-appointed representative, and, subject to the approval of the City Manager, a member assigned to the Police Department. Any Federation representative must be a regular full-time City of Margate employee. The Committee shall meet once a month on working days, during working hours, with the Federation-appointed representative(s) serving without loss of compensation.

Section 2: The City agrees to provide blood tests and/or checks every three (3) months for all employees directly involved with the use of hazardous materials in the pursuit of their duties in the specific job classifications of auto/truck technician, aquatic weed control, pest control, and/or water and wastewater treatment upon the request of the employee.

Section 3. With continued emphasis on safety, both parties to this contract understand that any employee shall immediately report a safety hazard directly to the immediate supervisor or the City's Risk Manager.

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ARTICLE 25

ON-SITE UNION REPRESENTATIVES

Section 1: The City agrees to recognize five (5) on-site union representatives, and their alternates, as selected by the bargaining unit who must be a member in good standing of the bargaining unit. The names of said on-site union representatives shall be furnished to the City by the Federation. In the event there is a change in the designated on-site union representatives, the City shall be so advised by the Federation within ten(10) working days.

Section 2: On-site union representative shall be given reasonable time off during the representative's regular work shift to attend all employee problems and industrial relation problems arising among the Federation, the City, and/or any unit of employees in the City.

A. The on-site union representative shall be compensated at the representative's regular base hourly rate for those hours that fall within the representative's regular work shift.

B. The on-site union representative shall not be entitled to any type of compensation for any hours that fall outside of the representative's regular work shift while attending to union business.

Section 3: On-site union representatives shall be given time off during the representative's regular work shift during a negotiations session of any subsequent collective bargaining agreement or any modification of any existing collective bargaining agreement.

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A. The on-site union representative shall be compensated at the representative's regular base hourly rate for those hours that fall within the representative's regular work shift.

B. The on-site union representative shall not be entitled to any type of compensation for any hours that fall outside of the representative's regular work shift.

Section 4: The City shall recognize an Alternate to each of the on-site representatives who shall have the same authority and responsibilities as the on-site representative when the on-site representative is unavailable.

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ARTICLE 26

DISTRIBUTION OF PAYCHECKS

Section 1. For a member whose regular work week consists of five (5) eight (8) hour shifts, the City shall distribute pay no later than every other Friday on or before the employee's lunch break; however, in the event of unexpected circumstances, pay shall, at the latest, be distributed on or before the end of the day shift. The City agrees to maintain the direct deposit program presently in existence.

Section 2. For a member whose regular work week consists of four (4) ten (10) hour shifts the City shall distribute pay every other Thursday no later than the end of the normal business day; however, in the event of unexpected circumstances, pay shall, at the latest, be distributed on or before the end of the day shift. The City agrees to maintain the direct deposit program presently in existence

Section 3. Pay shall be provided by the City to employees in the method(s) deemed by the City to be the most efficient and accurate. Methods may include, but are not limited to, paper paychecks, direct deposit, or pay cards. However, no employee receiving a paper paycheck at the time of ratification of this agreement will be required to change to a non-paper paycheck.

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ARTICLE 27

PERSONAL VEHICLE COMPENSATION

Personal vehicle use compensation for City business shall be in compliance with the City's Travel Policy and all other applicable Federal, State or local regulations.

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ARTICLE 28

DRUG AND ALCOHOL TESTING

Section 1: The City shall observe the standards for drug and alcohol testing pursuant to the guidelines of the Omnibus Transportation Employee Act.

Section 2: An employee who fails a drug or alcohol test conducted pursuant to this article, where said failure is the first instance during an employee's tenure with the City of Margate, shall be suspended without pay for ten (10) consecutive work days; and shall be required to attend a City-approved certified and licensed substance abuse treatment program designed to assist the rehabilitation and recovery from the substance for which the employee tested positive; or other program as prescribed by the City's Employee Assistance Program (EAP) and shall be subject to random testing for the duration of the individual's employment with the City.

A. An employee who does not enroll in a substance abuse treatment program described in Section 2 of this article within ten calendar days of being notified of having failed a drug or alcohol test administered pursuant to and in accordance with this article shall be immediately terminated from City employment.

B. An employee who does not maintain full attendance at and also successfully complete the substance abuse treatment program described in Section 2 of this article shall be immediately terminated from City employment.

4. The first ten (10) days of work missed as a result of serving a suspension issued pursuant to this article shall be without any type of compensation. Then, after the first ten (10) days, the individual shall first use all available sick leave, and then use vacation

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leave only to cover the remainder of the absence from work required to complete the treatment program.

C. The employee shall return to work on the first business day after completing the substance abuse treatment program. The employee shall present proof of successful completion of that program to the Human Resources Department at the beginning of the employee's work shift on that same day.

Section 3. Where an employee of the City of Margate fails a drug or alcohol test conducted pursuant to this article for a second time during the tenure of that employee with the City of Margate, s/he shall be immediately terminated from employment with the City of Margate.

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ARTICLE 29

MANAGEMENT PREROGATIVES

Section 1: The Union recognizes the prerogative of the employer to operate and manage its affairs in all respects in accordance with its responsibilities to the public generally, and any and all of its powers or authority which the employer has not specifically abridged, delegated, or modified by this agreement are retained by the employer.

Section 2: Management officials of the City retain all of the rights in this agreement in accordance with Florida Statutes, including those specified in F.S. 447.209, and in accordance with its own regulations and provisions of ordinances and policy, including the following, but not limited to the following:

- A. To determine the organization of City government;
- B. To determine the purpose, practices, and procedures of each of its departments;
- C. To exercise complete and unhampered control and discretion over the organization, efficiency and operation of all operations, departments and agencies of the City;
- D. To set its own standards for services to be offered to the public;
- E. To manage and direct, totally supervise without interference from the employees of the City;
- F. To establish hiring practices, to hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City and to establish procedures therefore.
- G. With the exception of employees of the unit who are in initial, promotional, or disciplinary probationary status, management, with just cause, may suspend,

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demote, discharge or take other disciplinary action against employees for and in accordance with established rules of procedure;

H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, preservation of funds or other legitimate reasons;

To determine the location, methods, means, and personnel by which operations are to be conducted;

~~J.~~ I. To determine the number of employees to be employed by the City;

~~K.~~ J. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, department or project;

~~L.~~ K. To establish, change, or modify duties, tasks, responsibilities or requirements within job descriptions in the interests of efficiency, economy, technological change or operating requirement, subject to the duty to bargain over any appropriate pay adjustment;

~~M.~~ L. To establish, implement, and maintain an effective internal security practice where said internal security practice is deemed advisable or necessary without interference. The parties to this Agreement specifically agree that the City Commission has the sole authority and is the final authority in determining the purpose and direction and policy of the City and the amount of the budget to be adopted by the City.

~~N.~~ M. To require an employee to undergo a medical, physical, psychiatric, psychological, or other appropriate examination as approved by the City Manager to determine whether the employee is fit for duty or not. The City shall have the sole authority to select the medical provider to perform said examination, and shall be solely responsible for the cost of same. That employee who is to be examined shall authorize in writing, the release of the

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results (defined as the determination by the examining medical provider of fitness or unfitness for duty) of said examination to the City Administration. If the member does not satisfactorily pass said medical examination or cannot perform the essential functions of the member's job, then the member's situation will be reviewed by the City Manager and the Department Director involved, to determine if there is a vacant position for which the member is qualified and in which the member can perform the essential functions of the job satisfactorily for the City. If there is none, every reasonable effort will be made to assist that member to apply for a disability pension and/or other retirement or compensation in accordance with state law. If that member is not eligible for any of the aforesaid, the member will be terminated.

Section 3. If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4: If employees are unable to report for work during a federally or state declared emergency that affects Margate, the City Manager, in the City Manager's sole discretion, may excuse such failure to report for work without loss of pay or benefits. This determination may be made by the City Manager before, during or after the day or days in question.

A. An employee who reports to work under the aforesaid conditions shall be paid at their regular rate of pay, plus applicable earned overtime pay. In addition, the employee shall earn compensatory leave at the rate of one and one half (1-1/2) hours for each hour worked during the period as designated by the City Manager.

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ARTICLE 30

COPIES OF AGREEMENT

The City shall post this Agreement on the City website and will provide the Union with one (1) hardcopy and one (1) electronic copy of this Agreement.

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ARTICLE 31

MILITARY LEAVE

Section 1: Any employee who is a member of the National Guard or military reserve forces of the United States and who is ordered by the appropriate authorities to attend a prescribed training period or other required duties shall be granted military leave with full pay for the amount of time as authorized by statute. (This shall not apply to military responsibilities that do not transpire during working hours).

A. Military leave taken shall not affect the employee's accrued compensatory leave, vacation leave, holiday leave, sick leave, or other authorized leave time or other regular employment benefits to which the employee is entitled.

Section 2: An employee who is on duly authorized military leave of absence to attend summer camp for any two (2) to four (4) week period shall maintain all regular employment benefits to which the employee would otherwise be entitled, except in the case that where the employee who is on military leave taken pursuant to this article to attend summer camp suffers an injury or illness. In that event, the employee shall obtain all government hospitalization and other related benefits.

Section 3: It is understood that an employee who is on military leave taken pursuant to this article is not acting within the course and scope of employment with the City of Margate, and the City shall not be responsible for illness or injury incurred by the employee during said period.

Section 4: It is the intent of the parties that any time off from work for the purpose of military leave as defined in this article, shall not be included as hours worked for the City of

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Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for renegotiation of this article.

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ARTICLE 32

SAVINGS CLAUSE

Should any provisions of this Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

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ARTICLE 33

FAIR LABOR STANDARDS ACT REPEAL

In the event any portion of the Fair Labor Standards Act as it pertains to the City of Margate is amended or repealed by legislation or judicial construction, management reserves the right to enter into good faith bargaining relative to any article affected.

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ARTICLE 34

HIGHER EDUCATION INCENTIVE

Section 1: ~~The City agrees to pay the cost of tuition, books, examination and licenses and/or expenses pertaining to vocational, technical, college or university course work that pertains to the employee's current position or to another job position in the employee's career path, and also that has been pre-approved by the City Manager or his designee. Such expenses shall be reimbursed to the employee up to the amount of \$2,500 per person per fiscal year and shall not exceed a total obligation to the City of \$15,000 per fiscal year on a first come, first served basis. At the sole discretion of the City Manager, the City will consider going beyond the \$2,500 or \$15,000 cap on a case by case basis. Because it is desirable that members of the bargaining unit further their education, the City will allow members to attend graduate and undergraduate level courses related to their respective disciplines. FPE will use the City's Tuition Assistance Program. The City's total obligation under this tuition assistance shall not exceed \$40,000 per fiscal year. The City's Tuition Assistance Program will remain in effect through the life of this Agreement~~

Section 2: ~~To receive the reimbursement benefits stated in Section 1 above, the employee shall not be in either an initial hire or a disciplinary probationary status, shall submit proof of having obtained a grade of at least "C" or its equivalent, and shall submit proof of paid receipts to the Department Director.~~

Section 23: It is the intent of the parties that non-duty time used for the purpose of the higher education incentive as provided for in this Article is voluntary and shall not be included as

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THROUGH SEPTEMBER 30, ~~2017~~2020.**

hours worked for the City of Margate. Should any construction of the Fair Labor Standards Act determine otherwise, either party, with reasonable notice, may call for negotiation of this Article.

**COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF MARGATE
AND THE FEDERATION OF PUBLIC EMPLOYEES, OCTOBER 1, ~~2014~~2017
THROUGH SEPTEMBER 30, ~~2017~~2020.**

Approved by Resolution _____
Dated _____

CITY OF MARGATE

By: _____
Arlene R. Schwartz, Mayor

By: _____
Samuel A. May, City Manager

ATTEST:

Joseph J. Kavanagh, City Clerk

FEDERATION OF PUBLIC EMPLOYEES, AFL-CIO

By: _____
Daniel D. Reynolds, Division President

By: _____
Alan Eichenbaum, Attorney for FPE

By: _____
Jack Marziliano, Business Representative

NEGOTIATION TEAM:

By: _____
Denis M. Bross, Public Works

By: _____
Frank DiNatale, DEES

By: _____
Ronald Gangoo, Parks and Recreation

By: _____
Daryl Mauro, DEES

By: _____
Erin Pope, Police

ATTEST:

Mary Beazley, Finance Director

APPROVED AS TO FORM:

Interim City Attorney