

AGREEMENT BETWEEN

PBA

BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC

AND

THE CITY OF PEMBROKE PINES

FOR A TERM ENDING SEPTEMBER 30, 2023

**Revised: May 18, 2021/May 27, 2021**

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**ARTICLE 1**  
**AGREEMENT**

- A. THIS AGREEMENT is made and entered into between the CITY OF PEMBROKE PINES, FLORIDA (hereinafter referred to as the City), and the Broward County Police Benevolent Association, Inc. (hereinafter referred to as the PBA). This Agreement incorporates all previous Memorandum of Understanding and other written and unwritten agreements of the parties. There is no monetary past practice except those expressly set forth in this Agreement.

**ARTICLE 2**  
**PURPOSE AND INTENT**

- A. It is the intention of the Agreement to provide for salaries, fringe benefits and other terms and conditions of employment except as otherwise provided by Constitution, Statute, Charter, Ordinance, Administrative Order or Personnel Rules. It is further the intention of this Agreement to prevent interruption of work and interference with the efficient operation of the City and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of grievances and the promotion of harmonious relations between the City and the PBA.
  
- B. Except as otherwise provided in this Agreement, the current Personnel Rules, Administrative Orders and other Rules and Regulations of the City of Pembroke Pines will remain in full force and effect. In the event of a conflict between the current Personnel Rules, Administrative Orders and other Rules and Regulations and this Agreement, this Agreement will control.

**ARTICLE 3**  
**RECOGNITION OF THE PBA**

- A. The City recognizes the PBA as the sole and exclusive representative of the employees within the Bargaining Unit covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment.

**ARTICLE 4**  
**BARGAINING UNIT**

- A. The bargaining unit is described in PERC Certificate 1978 as amended from time to time.
- B. Neither party is limited in its ability to seek PERC clarification of the bargaining unit. If and when new position classifications are created by action of the City, the questions of inclusion or exclusion within the Bargaining Unit will be resolved by Petition for Unit Clarification.
- C. When used in this Agreement, the term “regular part-time” means those individuals who are scheduled to work twenty-nine (29) hours or less per week.
- D. The City will provide the PBA, at no cost, a roster of all bargaining unit employees to include: Full name, complete home address with zip code, job classification, assignment and date of hire. The above roster is to be furnished to the PBA of Public Employees each April and October.
- E. The City will provide the PBA at no cost and, on request a roster of employees hired into or separated from the bargaining unit. The roster should include: full name, complete home address with zip code, job classification, department, and date of hire and termination.

**ARTICLE 5**  
**NON-DISCRIMINATION**

- A. Neither party will discriminate against any employee covered under this Agreement by the PBA or the City because of race, color, sex, creed, national origin, marital status, age, political affiliation, religion, disability, membership in the PBA or for engaging in any lawful PBA activities.
  
- B. An employee who elects to proceed to arbitration under this Article agrees to sign a written release, agreeing, to the extent permitted by law, not to pursue a claim under any state, federal or local Equal Employment Opportunity law. The employee will not be able to pursue a claim of discrimination under both the grievance-arbitration procedures of this agreement and before another forum.



**ARTICLE 6**  
**CHECK OFF**

- A. Upon receipt of written authorization from an employee, the City agrees to deduct the regular PBA dues of such employee from each paycheck and remit such deduction to the PBA within ten (10) days of the date of deduction. The PBA will notify the City in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. An employee may, upon thirty (30) days written notice to the City and the PBA revoke his dues deduction. Notice to the City alone will not be sufficient. Should Chapter 447.303, Florida Statutes, be amended, the amendment will supersede the applicable section of this Article.
  
- B. This Article applies to all bargaining unit employees outlined in Article 4, Section A, regardless of probationary status.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

- A. The following will be the sole procedure for the resolution of grievances arising between the parties as to the interpretation of and application of the provisions of this Agreement.
- B. A "grievance" will be defined as any dispute arising concerning the application or interpretation of this Agreement. A class grievance (general grievance) will be defined as any dispute that concerns two or more employees within the bargaining unit.
- C. The PBA has the right not to process grievances of non-dues paying employees. The PBA has 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 agent has refused to process the grievance solely because the unit member is not a dues-paying member of the PBA. The PBA 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.
- D. Grievances will be processed in accordance with the following procedure:

**STEP 1.** The aggrieved employee will discuss the grievance with the immediate supervisor within seven (7) calendar days of the occurrence or of the date the employee knew or reasonably should have known of the occurrence giving rise to the grievance. The immediate supervisor will respond within seven (7) calendar days from the date of the discussion. The employee may have a PBA Representative present, if requested by the employee.

**STEP 2.** If the grievance has not been satisfactorily resolved in Step 1, the aggrieved employee and/or the PBA may appeal the grievance in writing to the Department Director concerned within seven (7) calendar days after the immediate supervisor's response is due. The Department Director will respond in writing to the employee with a copy to the PBA within seven (7) calendar days from receipt of the grievance. Employee may have a PBA Representative present, if requested by the employee.

**STEP 3.** If the grievance has not been satisfactorily resolved in Step 2 hereof, the aggrieved employee and/or the PBA may present the written appeal to the City

Manager/Designee within seven (7) calendar days after the Department Director's response is due. The City Manager/Designee will respond to the employee with a copy to the PBA within seven (7) calendar days from receipt of the grievance.

- E. Failure by the employee or the PBA to observe the time limits for submission of a grievance at any step will automatically result in the grievance being considered abandoned. Failure by the City to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.
- F. Each party will be allowed one (1) extension of time, not to exceed seven (7) calendar days. This extension can be used only once during the grievance. The other party must be notified of the requested extension in writing before the expiration of the original time period.
- G. Except in cases when the grievance concerns a working condition, that the employee or PBA are challenging as unsafe, employees are obligated to work as directed while grievances are pending.
- H. All responses required in Steps 2 and 3 above will be directed to the aggrieved employee with a copy furnished to the PBA only. In class grievance, copies will be directed to the PBA only. A rejection of a grievance or any step of the procedure must contain the reasons for the rejection.

**ARTICLE 8**  
**ARBITRATION**

- A. If the decision of the City Manager/Designee has not satisfactorily resolved the grievance, the PBA or the employee under the conditions set forth in Article 7, may request Arbitration by submitting a panel request form to the Federal Mediation and Conciliation Service, requesting a seven member local panel.,
  
- B. The PBA will have the right to those facts or public documents regarding matters upon which arbitration has been requested. The PBA will be able to conduct a full investigation of matters upon which arbitration has been requested. All requests of the PBA pursuant to this provision will be fulfilled within a reasonable period of time after the request is made. As a principle of interpretation, a reasonable period of time within the meaning of this provision will mean within a sufficient time prior to an arbitration hearing to permit the PBA to properly prepare its case. When the PBA states that it has not had sufficient time to prepare, a postponement will be requested by the PBA.
  
- C. At the arbitration hearing, the aggrieved employee will be accompanied by his/her PBA representative and such additional non-employee PBA representatives as will be approved by the Arbitrator.
  
- D. The parties will bear equally the expenses connected with a hearing. Each party will bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. Employees required to testify during working hours will be made available without loss of pay. Employees will be called in such a fashion so as not to disrupt the normal business of the department.

- E. The Arbitrator will render his decision no later than thirty (30) days after the conclusion of the final hearing. Such decision will be final and binding when in accordance with the jurisdictional authority under this Agreement. Copies of the award will be furnished to both parties.
  
- F. The Arbitrator will be selected and will conduct the arbitration proceedings in accordance with this Agreement and the labor rules established by the Federal Mediation and Conciliation Services (FMCS). The Arbitrator will be a member of the National Academy of Arbitrators.
  
- G. The Arbitration Award will be in writing and will set forth the Arbitrator's opinion and conclusion on the issue submitted. The Arbitrator will limit his decision to the application and interpretation of this Agreement and the Arbitrator will have no right to amend, modify, nullify, ignore or add, change, or subtract from the provisions of this Agreement.

**ARTICLE 9**  
**CLASSIFICATION APPEAL**

- A. Whenever an employee has reason to believe they are misclassified, they may apply for a review of classification, in writing, to his/her immediate supervisor.
- B. Such request, including a job description prepared by the employee and commented upon by the Department will be forwarded to the City Manager/Designee by the employee's department within thirty (30) working days of receipt of request.
- C. Within thirty (30) calendar days of such receipt for request of reclassification, the City Manager/Designee will render a decision in writing.
- D. If the employee is not satisfied with the decision they may, within fifteen (15) working days request in writing, hearing by the City Manager/Designee. At the hearing, the employee may be accompanied by a PBA representative of his/her choosing and may reasonably produce any documents and evidence to support his/her claim for reclassification. The City Manager/Designee will explain the basis for the decision in writing in the event the request is denied. The City Manager/Designee will hold such hearing within thirty (30) calendar days of the request.
- E. Whenever the City Manager/Designee determines that an employee is misclassified, the employee will always be placed in a current, appropriate classification, unless the City Manager/Designee determines that there is no available existing appropriate classification. In such cases, the City Manager/Designee will recommend to the City Commission the classification, job description and pay range, and will recommend funding for said reclassification. In the event the request for reclassification is upheld, the employee will receive compensation beginning with the funding by the City Commission.
- F. In the event that the employee is not satisfied with the decision of the City Manager/Designee, any appeal will begin with Article 8 - Arbitration.

**ARTICLE 10**  
**JOB DESCRIPTION AND APPEAL**

- A. An employee will not normally be required to do work outside his/her classification, except under emergency conditions or on a temporary basis.
- B. Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the City will discuss with the PBA the proposed change in job descriptions. The PBA will receive a copy of the current job description and the proposed job description.
- C. If the PBA is not satisfied with the proposed change, it may, in writing, within fifteen (15) days of the receipt of the job description changes, stated in Paragraph B above, request a hearing before the City Manager/Designee. This hearing will be held at a mutually agreeable time, within thirty (30) days.
- D. The duties enumerated in job descriptions are not always specifically described and are to be construed liberally. Within present job descriptions, the City may assign tasks and duties which involve minor and occasional variation from the job descriptions to employees so long as the tasks and duties assigned fall within skills and other factors common to the classification.
- E. The duties to be added in the proposed change in the job description will bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the City, other than the addition of new duties, will be reasonable under the circumstances.

**ARTICLE 11**

**PROMOTION - RECRUITMENT AND EMPLOYMENT - DEMOTION**

- A. The current policy, as stated in the Career Service Rules and Regulations, regarding promotions (Sections 4, 5, 6, 7, and 8) and demotions (Sections 15 and 19), or any other sections of the Career Service Rules and Regulations that may pertain to these policies, will remain in force and effect.
- B. The City will encourage and assist current City employees in upgrading themselves and qualifying for a promotion.
- C. In cases where no examination is given and in the event a position is filled by promotion, the ability to satisfy specific job skills, education, prior work and experience prerequisites (whether with the City or not), previous performance evaluations, and previous disciplinary record for the past two years will be the basis for choosing who will be promoted. If these criteria are relatively equal between two or more persons, the position will be awarded in accordance with seniority.
- D. In addition, employees interviewed for a position and not selected for promotion may request an interview with the promoting authority, to be informed of any performance related deficiencies relating to the reasons they were not selected.
- E. All vacancies (except those filled by part-time employees as set forth below) for which requisitions have been approved by the City Manager/Designee will be posted in all Departments and Divisions and given to the PBA at least 5 business days prior to the announced closing date.
- F. The City may upgrade a part-time employee to a full-time employee within their assigned classification after four (4) months of service without regard to the seniority requirements of this Article. The City may not upgrade a part-time employee to fill a vacancy in a full-time position unless the vacancy did not exist at the time of the hiring of the part-time employee and the vacancy has existed for a period of six (6) months after date of hire.
- G. Regular status City employees competing in open competitive examinations who attain a passing score will receive preference points, based on the number of years of regular continuous City service computed on the basis on .5 (five-tenths) points added to their score for each year of such service, to maximum of ten (10) years of such service.



- H. When a job vacancy is frozen for lack of funds and there is a promotional eligibility\_list in effect, the list will not be allowed to expire for a period of not less than twelve (12) months.

**ARTICLE 12**  
**LABOR MANAGEMENT COMMITTEE**

- A. There will be a Labor Management Committee established. Said Committee will consist of members designated by the PBA and of members designated by the City Manager. The PBA membership of such committee will consist of persons from within the position classifications covered by this Agreement and the Management members will consist of persons outside of the Bargaining Unit, as herein defined. Time off with pay, as required, will be granted to employees designated as Committee members for attendance at Labor Management Committee Meetings. Meetings under this Article will be held during employees normal working hours. (Monday through Friday, 9:00 A.M. - 2:00 P.M.).
- B. The Labor Management Committee will meet every other month upon request by either party or at other times by mutual consent. The purpose of these meetings will be to discuss with the employees, problems and objectives of mutual concern not involving grievances or matters which have been the subject of collective bargaining between the parties. An agenda for the meeting will be submitted by the PBA at least ten (10) days prior to a scheduled meeting which may be added to by the City. The City will submit any additions to the above mentioned agenda to the PBA at least five (5) days prior to a scheduled meeting.
- C. The composition of the Labor Management Committee will consist of not more than three (3) members designated by the PBA and not more than three (3) members designated by the City Manager/Designee, unless circumstances of the meeting warrant otherwise, then either party will notify the other of the additional number of members needed and the reasons therefore, not to exceed five (5). The members from the City and the PBA need not be the same at all times.
- D. All agreements made pursuant to Labor Management Committee agendas will be reduced to writing within thirty (30) days with a copy to the PBA.

**ARTICLE 13**  
**PBA REPRESENTATIVES AND**  
**NON-EMPLOYEE PBA BUSINESS REPRESENTATIVES**

- A. The PBA has the right to select no more than ten (10) employees from within the bargaining unit, as herein defined, to act as PBA Representatives. The names of employees selected will be certified, in writing, to the City Manager/Designee. The selected PBA Representatives will enjoy preferential seniority, for purposes of lay off and for scheduling shift assignments, notwithstanding the provisions of Articles 21 and 33 PBA Representatives may, without loss of pay, with prior approval of their supervisor, consult with employees regarding potential grievances and process grievances. The supervisor's approval will not be unreasonably withheld. The PBA that PBA Representatives will process grievances and conduct their other duties in such a manner as to not disrupt normal City activities, work production and services. Additionally, an employee may request that an PBA Representative be present during a City investigatory interview where the employee reasonably believes the investigation will result in disciplinary action. Provided that the exercise of this request may not interfere with legitimate City prerogatives, and the City may carry on its inquiry without interviewing the employee. Further, the City has no duty to bargain with any PBA representative during the interview.
- B. Distribution of PBA literature will not be done in work areas during work time. However, such literature may be distributed and/or posted during lunch periods and break times in areas not specifically devoted to the performance of duties.
- C. Every effort will be made, by both the City and the PBA, to allow PBA Representatives to investigate grievances as rapidly as possible, preferably on the same date as the grievance becomes known and at least within twenty-four (24) hours. The investigation of a pending grievance or personal contact of employees during work time by the PBA Representatives will not be done without first receiving prior approval from an employee's supervisor. Employees will be granted a reasonable amount of time to contact and discuss pending grievances with PBA Representatives within a reasonable amount of time of the incident giving rise to the potential or pending grievance. Approval will not be unreasonably withheld.

- D. PBA Representatives, i.e., Non-employee PBA Business Representatives will be certified, in writing, to the City Manager/Designee by the PBA. The PBA agrees that activities by the PBA Representatives will be carried out in such a manner as not to disrupt normal departmental activities, work production and services.

**ARTICLE 14**  
**DISCIPLINARY ACTION**

- A. An employee may be disciplined only for just cause.
- B. Whenever it is alleged that an employee has violated any rule, regulation, or policy, that employee and the PBA will be simultaneously notified in writing within thirty (30) calendar days of the City's learning of the infraction.
- C. In the event a regular full-time employee is terminated or suspended they must seek review in writing to the City Manager/Designee within ten (10) working days of the imposition of the discipline. If the employee is not satisfied with the decision by the City Manager/Designee, the PBA/employee may elect to appeal as provided in Article 8, Arbitration, or Section 29, Employee Appeal Procedure, of the City of Pembroke Pines Rules and Regulations. The PBA/Employee may not utilize both processes. The PBA/Employee must elect between Article 8, Arbitration and Section 29, Employee Appeal Procedure, within thirty (30) days of the disciplinary action notice, or within fifteen (15) working days after the rendering of the decision of the City Manager/Designee, whichever occurs later.
- D. The City agrees to amend the necessary ordinances regarding the random drug testing of bargaining unit members. The amendments will stipulate that safety sensitive positions will only be defined as those positions that require a CDL or other license that requires random drug testing or for random drug testing of those positions held by bargaining unit employees when as such random drug testing is required by Federal/State law. These modifications will not change any other terms and conditions of the City's pre-employment drug testing, drug free workplace policies, ability to test for drugs upon reasonable suspicion or the result of a workplace accident, etc.

**ARTICLE 15**  
**PROBATIONARY PERIOD**

- A. Employees hired or promoted into any classification will serve one hundred eighty (180) calendar days probationary period.
- B. Regular full-time employees who are promoted and are serving a probationary or "working test" period will have all rights of redress through this Agreement and the Career Service Rules and Regulations, regarding grievances and appeal of discipline. However, such employees will have no right to grieve, arbitrate or appeal a demotion. Furthermore, an employee may only use one appeal procedure, and must notify the City concerning whether they have elected to utilize the grievance/arbitration procedures of this contract or the procedures contained in the Career Service Rules and Regulations.
- C. All new employees serving a probationary period may be laid-off, disciplined, or discharged with or without cause.
- D. The employee's starting date of employment for purposes of calculating his probationary status, and seniority will be adjusted if the employee takes leave without pay. The seniority of an employee who is on a leave of absence without pay for more than thirty days, or who is in a lay-off status will not accumulate during the period of such absence.
- E. The City will have the right to extend any probationary period for a period of ninety (90) calendar days. The parties may agree to additional extensions of probation. Should the City be required to accommodate an employee with a disability or otherwise comply with state or federal law, the City will have the right to extend any probationary period for as long as necessary.
- F. Prior to being demoted during the probationary period an employee will be entitled to request and receive a meeting before the City Manager/Designee to present their position.

**ARTICLE 16**  
**EMPLOYEE RESIGNATION**

- A. When an employee resigns his/her employment with the city and fulfills all obligations under the City Career Service Personnel rules (section 16.02), or any other section of the Career Service rules and Regulations that may pertain to this policy, in effect as of the date of this Agreement, the Personnel Action Form reflecting the termination of employment will indicate the employee voluntarily resigned.
  
- B. Any employee voluntarily leaving employment with the City before the completion of one hundred eighty (180) continuous and uninterrupted days of service will be responsible for reimbursing the city the cost of that employee's pre-employment medical exam. All full-time employee candidates will receive written notification of this requirement before hiring and will be required to sign a notification document.

**ARTICLE 17**  
**REGULAR PART-TIME STATUS**

A. Regular part-time employees will be paid only for time worked.



**ARTICLE 18**  
**WORK IN HIGHER CLASSIFICATION**

- A. In the event an employee is authorized by the City to temporarily assume the duties of a higher pay status classification for more than three (3) consecutive work days, they will receive a three (3) percent increase for all hours worked in the higher classification. If the employee is on vacation or sick leave during the time of work in the higher classification, the employee will be paid at his/her regular pay status.
- B. The City will not remove an employee from the classification and assign another employee or reassign the same employee for the purpose of avoiding out of classification pay.
- C. The City agrees to use its best efforts to rotate employees to work in a higher classification with the goal being to allow all employees called upon to work from lower classification to a higher classification, the same opportunity to obtain the skills and experience afforded by working in the higher classification. No position will work out of classification in excess of thirty (30) days unless due to the absence of an employee who has indicated that they intend to return to work or is reasonably expected to return to work. This section will not apply to working out of classification that is temporary in nature.
- D. The City may work an employee out of classification on temporary assignments or special projects not to exceed a period of six consecutive (6) months, so long as the out of classification assignment is not to replace an employee who has indicated that they do not intend to return to work or is not reasonably expected to return to work.

**ARTICLE 19**  
**ACTING APPOINTMENTS**

- A. In the event an employee is placed by Department authorization in a position of "acting", pending the establishment of an eligible list, such employee will be compensated at the in-hiring rate for the class in which they are "acting", provided such rate is at least one step higher than they are currently receiving.

**ARTICLE 20**

**VOLUNTARY TRANSFERS BETWEEN DEPARTMENTS/DIVISIONS**

- A. Employees with regular full-time status may request a lateral transfer to another City Department/Division provided there is a vacancy. Such request will be made in writing to the Human Resource Director with a copy to the employee's department. The decision is within the City Manager's discretion.
- B. Employees who voluntarily transfer between departments or divisions will serve a probationary period of three (3) months. If management determines the transferred employee does not qualify during the probationary period, the employee will return to the former position without loss of pay status, seniority or other benefits.
- C. Employees who voluntarily transfer between departments or divisions and who do not wish to remain in their new position will be returned to their former position, when the next available position becomes open, without loss of pay status, seniority or other benefits.
- D. When considering transfer requests, the ability to satisfy specific job skills, education, prior work and experience prerequisites (whether with the City or not), previous performance evaluations, and previous disciplinary records for the past two (2) years will be the basis for choosing who will be transferred. If these criteria are relatively equally satisfied by two (2) or more persons, the transfer will be awarded in accordance with seniority as defined in Article 41 of this Agreement. Employees with regular full-time status requesting a transfer will be given preference over other job applicants.
- E. Employees who are involuntarily transferred between departments or divisions and who do not wish to remain in their new position may request to return to their former position or another appropriate position within the City service. If returned to their former position, or placed in another appropriate position, they will suffer no loss of pay status, seniority or other benefits.

**ARTICLE 21**

**LAYOFFS, RECALL AND RE-EMPLOYMENT RIGHTS**

- A. Layoff, defined, is the separation of an employee for lack of work or funds as determined by the City, without fault or delinquency on the employee's part. The City agrees to provide the PBA with a list of names of the employees being laid off and such notice will be sent at the same time that it is issued to the employees so affected.
- B. Employees to be laid off will be notified as soon as possible after the decision for layoff has been made. In no event will the City give the employees less than fourteen-(14) calendar day's written notice.
- C. Employees will be laid off in accordance with seniority.
- D. Employees will be allowed to bump down to a lower classification in the event of a layoff under the following conditions. Employees may bump down within their current line of progression, displacing another employee in the line who has less City seniority, provided the employee has been determined by the City to be competent to handle all of the responsibilities of the classification. If the City allows the bumping privilege, the displaced employee has no right to grieve the decision. The employee who displaces an employee under this bumping provision will be placed in the pay plan in the highest step of the new classification which will provide the closest pay (but not greater than) to the employee's former position.

**ARTICLE 22**  
**SICK LEAVE**

- A. Except as otherwise provided herein, the current Sick Leave Policy as stated in Section 13 of the City's Career Service Rules and Regulations, or any other section of the Career Service Rules and Regulations that may pertain to this policy, in effect on the date of this agreement will remain in full force and effect.
- B. A work day will mean the number of hours that are worked in a normal work day.
- C. A maximum of 200 hours of sick leave may be accumulated by an eligible employee.
- D. No accruals of any kind (including sick leave) will be paid until an employee completes his/her first year of service.

Example:

An employee is hired on November 1, 2000. The employee is then terminated, resigns or is laid off prior to October 31, 2001. The employee receives no accruals of any kind.

After October 31, 2001, the employee is entitled to any earned accruals pursuant to the City of Pembroke Pines Career Rules and Regulations.

- E. At the time of termination of employment with the City, no unused accrued sick leave payments will be made, except that any time accrued up until June 30, 2010 will be paid out to the employee at time of termination of employment.
- F. Non-Charter School employees will accrue (in equal bi-weekly installments) a maximum of 96 hours of sick leave per year. Sick leave for employees scheduled to work less than 10 hours per day will be prorated according to the employee's biweekly work schedule (example – a 35 hour work week employee will accrue 87.5% of the 96 hours as described above).
- G. Charter School employees accrue sick leave as follows:
  - 12 month employees- one day per month
  - 10 month employees- one day per month<sup>1</sup>

**ARTICLE 23**  
**ANNUAL LEAVE**

- A. The Annual Leave Policy as stated in Section 10 of the City's Career Service Rules and Regulations in effect on the date of this Agreement will remain in force and effect.
- B. A workday will mean the number of hours that are worked in a normal workday.
- C. The City will permit bargaining unit members to take annual leave in increments of five (5) days or more. However, annual leave of less than five (5) days may be requested by the employee for reasonable vacation purposes. Such requests will be approved or denied in writing by the City Manager/Designee. Denials of such requests will be forwarded to the affected employee including the reason(s) for the denial.
- D. Effective February 1, 2010, for current employees hired prior to February 1, 2010, annual leave accumulated above 320 hours will be paid out at time of termination (in accordance with City's policies) at a rate of:

- 320 to 640 – paid out at 75% of Employee's ending base salary
  - 640 and above – paid out at 50% of Employee's ending base salary

- E. The above payout percentages do not apply to leave accumulated prior to February 1, 2010 and will be paid out at 100% per the current practice.
- F. Effective February 1, 2010, for current employees hired on or after to February 1, 2010, annual leave accumulated above 320 hours will be paid out at time of termination (in accordance with City's policies) at a rate of:

- 320 to 640 – paid out at 50% of Employee's ending base salary
  - 640 and above – paid out at 25% of Employee's ending base salary

- G. Vacation leave will accrue from the date of employment based on scheduled work week hours. Vacation for 10 hour four day work weeks will accrue as follows:

Years of Service	Accrual Hours
0 years through 4 years	80 hours
5 years through 9 years	120 hours
Over ten (10) years	160 hours

- H. Vacation time for employees who are normally scheduled to work less than 10 hours per day will be prorated according to the employee's hourly bi-weekly work schedule (example – a 35 hour work week employee will accrue 87.5% of the 96 hours as described above). All other schedules will be prorated according to the number of hours worked per week. Effective October 21, 2008, existing vacation leave accruals for exempt employees will be converted from days to hours based on an 8-hour per day schedule.

**ARTICLE 24**  
**FUNERAL LEAVE**

- A. The current Funeral Leave Policy contained in Section 12.01 or any other sections of the City's Career Service Rules and Regulations that may pertain to this policy in effect on the date of this Agreement will remain in force and effect. In addition bargaining unit members qualifying for funeral leave will be granted at least three (3) days if the funeral is within a one hundred mile radius of City Hall and five (5) days if the funeral is beyond a one hundred mile radius of City Hall.
  
- B. For the purposes of this Article the term "immediate family" will be defined as: spouse, children, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandmother, grandfather, legal guardian, grandchildren, step-parent or stepchildren.



**ARTICLE 25**  
**FAMILY AND MEDICAL LEAVE**

- A. The parties agree that the Family and Medical Leave Act (FMLA) Policy set forth in the Career Service System Rules and Regulations will apply to the bargaining unit employees.
- B. Benefits such as seniority, sick leave or vacation leave do not accrue during unpaid FMLA leave. Benefits accrued and unused at the time leave began are available upon return from leave.
- C. For critical illness in the immediate family, subject to verification by department head, full time employees will be entitled to three (3) days of emergency leave per year chargeable from the employee's sick leave. For the purposes of this Article "immediate family" will be defined as in Article 24 of this Agreement. If the leave under this paragraph can be designated as FMLA leave under the City's FMLA Policy, then the provisions of the FMLA Policy will apply and the emergency leave will be counted as part of the 12-week limitations period set forth in the Policy.

**ARTICLE 26**  
**MILITARY LEAVE**

- A. The current Military Leave Policy as stated in Section 22.06 or any other sections of the City's Career Service Rules and Regulations that may pertain to this policy in effect on the date of this Agreement will remain in force and effect.

**ARTICLE 27**

**REGULAR FULL TIME - REDUCTION OF HOURS**

- A. When regular full time employees have their work hours reduced because of lack of funds, the employee's status will remain full time, however, leave benefits accumulated on a time-in-service basis will be pro-rated.
  
- B. No regular full-time employee will have their hours of work reduced while any part-time employees are working for the City in the same job classification in the same department.

**ARTICLE 28**  
**LEAVE WITH PAY**

A. Leave with pay will be authorized for the following reasons:

1. For employees to serve on jury duty. Employees serving on jury duty may retain the jury fee paid for serving on Federal or State jury duty.
2. To be in attendance at official or educational meetings as directed by the City.
3. Three (3) employees will be permitted, when necessary, to participate in collective bargaining negotiations with the City. These employees will be designated in writing to the City Manager. If the time for negotiations falls during an employee's normal working hours, the employees affected will be paid during said times at their normal rate of pay as if they had been on the job. The employee will give reasonable notice to the employee's Department Director.
4. Administrative Leave will be granted to employees to take City Career Service examinations for this City only and to appear for a job interview in connection therewith. In the event the examinations are given on off-hours in addition to normal working hours, the employee will take the examination during non-working hours.
5. PBA Representatives will be granted up to two (2) days off with pay, to attend PBA Board Meetings, and/or Labor Relation Seminars. The total number of days off with pay for all representatives cumulatively is not to exceed six (6) days per calendar year.

**ARTICLE 29**  
**LEAVE OF ABSENCE WITHOUT PAY**

- A. The City Manager/Designee may grant a leave of absence to an employee with regular full-time status for a period not to exceed six (6) months. Leaves of absence may be granted for sickness and disability, for religious holidays, to engage in a course of study, and for other good and sufficient reasons in the best interest of the City service.
- B. Requests for extension of a leave of absence beyond the period initially approved will require the approval of the City Manager/Designee.
- C. Requests for maternity leave without pay, not to exceed six (6) months (including Family and Medical Leave) will be granted to regular full-time status employees. In addition, maternity leave will be granted for adoptive parents.
- D. Upon completion of an authorized leave of absence without pay under this Article, employees returning to the City will be returned to the same or similar classification and will have their seniority with the City bridged. For the purposes of this Article the bridging of seniority will mean the employee's seniority will consist of continuous service, by classification, with the City minus the leave of absence without pay.
- E. Up to three (3) employees, (each from a different department) designated by the PBA will be permitted to attend PBA functions without pay. The total amount of time granted to all employees cumulatively seeking leave under this provision will not exceed ten (10) working days in any contract year. Two (2) weeks' notice will be provided the City in connection with the functions.

**ARTICLE 30**  
**HOLIDAYS**

A. The following days will be considered paid holidays for eligible non-Charter School regular full-time employees:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Martin Luther King Birthday	Labor Day
Religious Preference Day (to be taken off with the mutual consent of the employee and the Department Director)	Juneteenth

B. The Religious Preference Day holiday must be used each fiscal year or it is forfeited. Religious Preference Days and Safety Days will accrue according to the employee's scheduled daily hours for non-exempt and exempt employees. Exempt employees must continue to use these days in full day increments.

C. Employees who file written requests for use of religious preference-holidays and safety days at least five (5) times over a minimum period of 120 days during the fiscal year and who are not approved for a religious preference holiday will be allowed to carry such days over to the next fiscal year.

D. To be eligible for a paid holiday, an employee must be in pay status for a full day on his assigned work day that immediately precedes and immediately follows the day on which the holiday is observed, unless the employee is absent with good cause, pursuant to Section 11.02, B. of the City's Career Service Rules and Regulations.

E. Holidays falling on Saturdays are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed on the following Monday. In such cases, the day on which the holiday is observed will be considered to be the paid Holiday and not the regular day.

F. Charter School employees receive the holidays recognized by the Broward County School Board.

G. Charter School employees will be paid for the extra days the schools are closed during Thanksgiving week 2011.

**ARTICLE 31**  
**HOLIDAY PREMIUM PAY AND LEAVE**

- A. Holiday leave will be a term used to credit employees who are required to work on a holiday. Holiday leave may be used for the same purpose as annual leave and is payable upon separation. To qualify for holiday premium and leave, an employee must be in a pay status for a full day on his assigned workdays that immediately precede and follow the day on which the holiday is observed, unless the employee is absent for good cause pursuant to Section 11.02, B. of the City's Career Service Rules and Regulations.
  
- B. All holidays earned must be taken as time off or paid in the same pay period as earned. However, if the employee elects the day off in lieu of pay, they may arrange for the day off within ninety (90) days.
  
- C. A holiday will not be counted as hours worked for purposes of determining entitlement to Overtime. When an employee works on a holiday, they will be paid a full day's holiday pay plus straight time for all hours worked, unless those hours are overtime hours, in which case all overtime hours worked on the holiday will be paid at time and one half rather than straight time.



**ARTICLE 32**  
**OVERTIME COMPENSATION**

A. It will not be the policy of the City to have its employees work frequent or consistent overtime. However, when full-time employees are directed to work overtime, in addition to their regular hours, they will be compensated as follows:

1. The rate of time and one-half of the normal rate of pay will be paid for all work authorized to be performed and performed in excess of the normal workweek.
2. A holiday, sick, Safety Day, Religious Preference Day, annual leave, etc. during a normal workweek will not be counted as hours worked for purposes of determining entitlement to overtime compensation. Only hours actually worked count for the purpose of determining entitlement to overtime.

B. Overtime worked will be reflected on the pay stub.

C. The City will distribute overtime work among employees in accordance with the following procedures whenever practicable:

1. Scheduled overtime will be offered within a given department on the basis of an overtime roster, by classification, which will be established on the basis of seniority as defined in Article 42, with the most senior employee being placed at the top of the roster. Offers of scheduled overtime will begin with the most senior employee and then proceed upon a continuing rotating basis, picking up where the selection previously ended. Should an employee elect not to accept an offer of scheduled overtime the employee will go to the bottom of the list. Forced overtime will be in a reverse order, i.e., from least senior to most senior and then to proceed upon a continuing rotating basis.
2. This procedure will apply to all overtime, including the awarding of overtime for special events when employees are called upon to work out of their classification.

- D. Overtime pay is not earned until an employee has actually worked forty (40) hours in a workweek. Overtime pay will be payable at time and one half of base hourly wage in compliance with the Federal Labor Standards Act, as amended.

**ARTICLE 33**  
**WORK SCHEDULING AND WORK WEEK**

- A. The standard work week commences at 12:01 a.m., each Tuesday and ends at 12:00 midnight the following Monday.
- B. The City will have the right to change the current number of hours and schedules worked during the term of this Agreement. The PBA will be given thirty (30) days prior written notification of the change in order to negotiate the impact of the change. Nothing contained herein will prevent said change from becoming effective thirty (30) days after the notification to the PBA. The PBA may waive the requirements of this provision.
- C. In scheduling shift assignments, classification seniority will be given preference.
- D. Based on Departmental approval, and the business requirements of the Department and the City, full time employees may elect to work on the following four day work week schedules:
  - 1. four (4) eight hour days at 32 hours per week (80% of 40hrs/wk)
  - 2. four (4) eight and half hour work days at 34 hours per week (85% of 40 hrs/wk)
  - 3. four (4) nine hour days at 36 hours per week (90% of 40hrs/Wk)
  - 4. Four (4) nine and half hour days at 38 hours per week (95% of 40hrs/wk)
  - 5. Four (4) ten hour days at 40 hours per week
- E. Once an Employee selects his work week schedule and the schedule is approved by the City, the selected schedule will remain in force for the entire fiscal year, except as modified by the City pursuant to the terms contained in this Agreement. The City reserves the right upon 30 days written notice to eliminate the four day work week.
- F. The City may flex an individual employee's hour of work (hours worked as well as days worked), at the discretion of the Department Head, in a work week to avoid overtime payment. By way of example: If an employee who is scheduled to work 40 hours in a work period works 12 hours on Tuesday, the City may reduce the hours worked on any day remaining in the same seven day work cycle by 2 hours so that the total hours worked in the week (work cycle) remains 40 hours. This provision does not apply to "Call Back" as described in Article 34 of this Agreement. Additionally, a supervisor will not request that an individual utilize "Flex Time" if the City is being reimbursed the entire amount of the overtime compensation paid to employee, included taxes and benefits (includes base pay,

overtime premium, taxes and benefits). This provision (FLEX TIME) will become null and void at the conclusion of the term of this Agreement unless otherwise agreed to in writing by both parties.

- G. Subsections A, D, and E of this Article are not applicable to employees who work in the Charter Schools. Hours of work for employees in the Charter Schools will be as set by the School Principal.

**ARTICLE 34**  
**CALL BACKS**

- A. Employees called back to work after having been off duty for more than fifteen minutes will be guaranteed at least three (3) hours of pay unless the hours worked as a result of a recall extend into the start of the employee's scheduled work period, in which case the employee will be paid for the actual hours worked.
- B. An employee may receive a maximum of two (2) call-back payments when recalled more than twice within a sixteen hour period immediately following the end of the employee's regularly scheduled work shift.
- C. When multiple call-backs occur within the period encompassing the end of the final shift in an employee's regularly scheduled work week, up to the beginning of the first shift in an employee's next regularly scheduled work week, then the employee will be entitled to a maximum of eight (8) call-back payments. This will include holiday weekends. Single day holidays will have a maximum of three callbacks.
- D. Employees who are designated in writing by the Department Director<sup>2</sup> to be on-call and who are required to carry a pager for this purpose will be entitled to one (1) hour pay as compensation for each day they do not receive a paid callback. In order to qualify for this additional compensation, the following criteria must be met:
  - 1. The employee must be designated in writing to be on-call or be on stand-by for trial appearance or testimony, in their capacity of City employee.
  - 2. The employee must be required to carry a pager for such on-call.
  - 3. The on-call status is such that it restricts an employee's normal off-work activities by requiring the employee to:
    - a. Be physically and mentally fit to respond to the page and perform the required work.
    - b. Be on the work site within one hour of the initial call.
    - c. Limit travel or social engagements that would prohibit the employee from meeting the requirements listed in 34 D 3, a & b above.

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<sup>2</sup> All references to "Department Director or Department Head" in this Agreement means School Principal if the employee works in a Charter School.

- E. Employees failing to meet the requirements as defined in the above sections 34 D 3 a,b and c, may be subject to disciplinary action.
- F. Crime Scene Technicians and Victim Advocate will be allowed to take home their City vehicle on days when they are on-call.

**ARTICLE 35**  
**PERSONAL PROPERTY**

- A. The City and the PBA agree that should an employee be required to utilize or employ any of their own personal property, equipment and/or tools during their employment for the benefit of the City by orders from their supervisors, the City will replace or pay the replacement cost of said personal property if such is lost or damaged, so long as it is not lost or damaged as a result of the employee's own negligence.

**ARTICLE 36**  
**EDUCATIONAL LEAVE AND INCENTIVE**

- A. The City will continue the current Education Leave Policy as outlined in Section 12.10 or any other sections of the City's Career Service Rules and Regulations that may pertain to this policy, in effect at the time of this Agreement. Additionally:
1. When an employee voluntarily terminates his/her City employment and the City has expended over \$500 on any training or educational classes within the previous twelve (12) months, then the employee may be required to reimburse the City for the full cost of the same.
  2. When an employee voluntarily terminates his/her City employment and the City has expended over \$1,500 on any training or educational classes during the previous twenty-four (24) months, then the employee may be required to reimburse the City for the full cost of the same.
- B. When an employee is required by the City to obtain a special or additional certification (except those required by the revised job description developed by Long & Associates) which requires more than ten (10) hours of course work, such employee will receive an additional ten dollars (\$10.00) per month for each certification obtained. The City will pay the difference between the cost of an operator's license and a CDL or Class D license for these employees required to have a CDL or Class D license by the City.
- C. The parties agree that irrespective of the Long Associates revised job descriptions, the following classifications will only be required to obtain and maintain Class D drivers licenses:
- Aquatic Coordinator
  - Special Events Coordinator
  - Recreation Supervisor
  - Recreation Laborers
  - Painters
  - A/C Mechanics I & II
  - Maintenance Worker I
- D. A full time member of the bargaining unit may apply for tuition reimbursement for college coursework leading up to a degree (AS, AA, BA, BS, MA, MS, MBA, etc.)



after the completion of one year of service. Members must submit a request prior to enrolling to their Department Head listing the classes requested, institution name, and tuition cost. The Department Head will forward to the Human Resources Director to review and approve. All course of study must be related to the member's current position at the City. Only related course work and classes necessary to obtain a related degree will be reimbursed. Reimbursement will be based on the credit hour cost for an Associates, Bachelors, Masters degree class at FIU. Only actual class tuition and lab fees will be reimbursed up to the amount charged at FIU. Once the class is completed the member must submit to their Department Head a request for reimbursement along with proof of completion with the final grade. The Department head will forward to the Human Resources Director. to review, approve, and process in accordance to the below:

Grade of A or equivalent (Satisfactory if a pass/fail class) - 100% up to the maximum above

Grade of B or equivalent - 75% up to the maximum above

Grade of C or equivalent - 50% up to the maximum above

A member must reimburse the City if they terminate their employment with the City within twelve months of receiving education reimbursement.

**ARTICLE 37**  
**SAFETY DAY**

- A. The City agrees effective February 1, 2010 the policy of "Safety Day", as outlined in Article XXII, Incentives, of the City of Pembroke Pines Safety Program, to award those employees who adhere to safety practices will be changed regarding utilization of such awarded days. Employees so honored may take their "Safety Day" off at their option, with supervisory approval. However, Safety Days may not be accumulated and must be utilized by the end of the fiscal year or the day will be forfeited.
  
- B. Employees who file written requests for use of religious preference-holidays and safety days at least five (5) times over a minimum period of 120 days during the fiscal year and who are not approved for a religious preference holiday will be allowed to carry such days over to the next fiscal year.

**ARTICLE 38**  
**UNIFORM ALLOWANCE**

A. Employees who are required by City policy to wear a prescribed uniform will receive the following allowances:

1. Employee in Public Works, Utilities, Recreation and related departments will be furnished one (1) set of clean work uniforms each workday unless the employee opts to wear shorts consistent with Department Policy.
2. Employees in Public Safety (non-sworn) classifications will receive initially, three (3) sets of uniforms that will be replaced as needed, at the employee's discretion, and will also receive a forty dollar (\$40.00) per month allowance for maintenance of said uniforms.
3. All field employees may wear shorts at the employee's option, subject to Department Director approval provided that any cost associated with the voluntary change from pants to shorts or vise-versa will be born by the employee. The City Manager/Designee will upon request by the PBA meet with and consider extending the right to wear shorts to other employees under the conditions set forth herein if a request to wear shorts has been denied by the Department Director. The City Manager/Designee decision will be final and binding. Employees allowed to wear shorts will be allowed to wear shorts year-round provided they follow all rules adopted by management for wearing shorts. Employees whose shorts are not in compliance with the Department rules will be sent home for the day without pay.

**ARTICLE 39**  
**HEALTH INSURANCE**

- A. The City will provide health/medical insurance which is comprehensive and comparable to other employers. Such plan design, service providers, networks, etc. will be at the sole discretion of the City and will not materially change during the term of this Agreement. Employees hired as of September 30, 1991 will receive such coverage during their employment with the City at no cost for individual coverage and dependent coverage (as defined in the Plan). Effective October 1, 1991 to September 30, 2009, individual coverage will be provided at no cost to the Employee. Employee will be responsible for dependent coverage premiums in place as of September 30, 2009. However, the City may increase dependent coverage up to 10% each fiscal year. Employees will be required to pay \$100.00 per month for health insurance for “plus dependent” coverage as stated above.
- B. Health insurance for retirees will no longer be provided at City expense for employees. However, those employees who retire after July 1, 2010 may continue health insurance coverage in the City Plan at their own expense, at a separate retiree premium to be established by the City (fully insured rate or equivalent self-funded rate).
- C. Employees hired prior to May 1, 2005 will receive a health insurance subsidy of \$5.00 per month for each year of service as long as they complete at least 10 years of eligible service and retire from the City at age 55 or above. For example an employee with 20 years of service who retires at age 55 will receive \$100.00 per month subsidy.
- D. Employees hired after February 1, 2010 will not be able to participate in the retiree life insurance program and their life insurance will terminate as of their date of termination.
- E. For 10-month employees who work in the Charter Schools, health insurance will be carried over 12 months and the employee’s portion of the Health and Welfare contribution will be paid out over the course of 26 pay periods.
- F. When a generic drug is available under the City’s health plan, the generic drug will be obtained by the employee unless the doctor who prescribed the drug expressly prescribes “brand name only” or “dispense as written” or like words that prohibit the dispensing a generic substitute. When a generic drug is available and the employee insist on a brand name but the doctor has not limited the dispensing of a generic, the employee will pay an additional co-pay of \$15.00. At the City’s option, this change may be delayed.

**ARTICLE 40**  
**MILEAGE PAYMENT**

- A. The City will not normally require an employee to provide transportation for the benefit of the City.
- B. In cases where it is necessary and specifically authorized by the City Administration for an employee to provide transportation in order to conduct City business, the employee will be reimbursed in accordance with Florida Statute 112.
- C. In the event that employees are required to use personal transportation for City business on an extended or prolonged basis, and only if specifically authorized by the City Administration, compensation will be in accordance Florida Statute 112.

**ARTICLE 41**  
**SENIORITY**

- A. Seniority will be defined as length of continuous service by classification with the City of  
Pembroke Pines.

**ARTICLE 42**  
**BREAK TIME**

- A. Full Time - Public Services, Parks, and Recreation employees who are required to leave the office to perform services in a City provided vehicle - will be entitled to two (2) rest breaks per shift and a (30) minute paid lunch break. The rest period will be for a maximum of fifteen (15) minutes and will be scheduled by the supervisor so as not to disrupt normal work activities. Employees violating the allotted time for breaks will be subject to disciplinary action.
- B. Full Time – other than stated in A. above will be entitled to two (2) rest breaks per shift and an unpaid lunch break (either 30 or 60 minutes based upon their scheduled work hours to complete a full day's shift) at a time approved by the employee's supervisor. The rest period will be for a maximum of fifteen (15) minutes and will be scheduled by the supervisor so as not to disrupt normal work activities. Employees violating the allotted time for breaks will be subject to disciplinary action.
- C. Employees may not combine the rest periods with the lunch period unless preapproved by their supervisor. An employee's break periods/lunch break will be approved by their supervisor to ensure the efficient operations of their respective departments.
- D. Additionally, where necessary, wash-up time will be granted at the end of each shift, not to exceed fifteen (15) minutes.

**ARTICLE 43**  
**BULLETIN BOARDS**

- A. The City will furnish the PBA with sufficient bulletin board space in the following locations: City Hall; Building and Zoning; Utility Office; Utility Maintenance Building; Utility Sewer Plant; Public Works Lunch Room; Public Works Stock Room; Police Department; Utility Water Plant; Kipnis Park; Golf for up to four (4) PBA notices. It is intended for purpose of interpretation that bulletin boards will be provided for employee information and internal communications and not for the purpose of communicating with the general public.
  
- B. In no event will the bulletin boards be used to post political material or controversial material which adversely reflects upon the City of Pembroke Pines, its independent agencies, its employees, elected officials, or any labor organization among its employees.
  
- C. All material or notices must bear the signature of the PBA president and said signature must be dated. The PBA assumes of risk arising from use of the bulletin board and will hold the City harmless from claims or action arising from material posted on the boards.



**ARTICLE 44**  
**DISABILITY LEAVE WITH PAY**

A. The City hereby agrees to pay the following compensation to any employee injured in the line of duty in accordance with the following definitions, terms and conditions:

1. Compensation will be payable under this section only with respect to disability as the result of injury to an employee where such injury is incurred in the line of duty.
2. An injury will also be deemed to have been incurred in the line of duty, if such injury is compensable under the Florida Workers' Compensation Law and reviewed by the City Safety Committee.
3. The amount of compensation paid will be the amount paid in accordance to the State of Florida's Workers' Compensation laws in place at the time of the injury/illness (as defined in 2 above)
4. The term disability as used in this section means a physical condition which is service-connected that prevents an employee from performing his/her regular or specially assigned duties or light duty if the City can in it's sole discretion provide a light duty assignment. The City is under no obligation to create a light duty position.
5. When an employee his/her regular assignment due to an on-job injury, the City will make an effort to provide light duty work for the employee, but the City is not obligated to create light duty work.

**ARTICLE 45**  
**ON THE JOB INJURY REPORTS**

- A. An employee will receive a copy of the "on-the-job injury" report after it has been read to them and they have signed a copy. The supervisor will not refuse to report an injury or attempt to dissuade an employee from reporting an injury.
  
- B. When an employee suffers an injury the City will pay the employee the employee's regular pre-injury base salary for the first seven (7) days the employee is unable to work if:
  - 1. the City's Worker's Compensation Third Party Administrator has determined that the injury occurred while the employee was engaged in City work, and
  
  - 2. an approved worker's compensation treating physician certifies that the employee is unable, due to the injury, to work for more than seven (7) days.

In all other cases, the employee's compensation is limited to, and the City will not supplement, the compensation benefits provided by Florida Workers Compensation Law (Chapter 440, Florida Statutes).

**ARTICLE 46**  
**SAFETY AND HEALTH**

- A. It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations, and to develop a safe working force. The PBA will cooperate with and assist management to live up to this responsibility.
- B. The City and the PBA insist on the observation of safe rules and safe procedures by employees and supervisors, and insist on the correction of unsafe conditions. Failure to comply may result in disciplinary action.
- C. If an employee believes they are being required to work under unsafe conditions, (1) the employee will notify the immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the PBA Representative may immediately notify the Safety Committee; and (3) a grievance may be filed if no corrective action is taken.
- D. Police Service Aides will receive at no cost bulletproof vests. Replacements of such vests will be at no cost to the employee unless the loss occurs as a result of the employee's negligence.

**ARTICLE 47**  
**SERVICES TO THE PBA**

- A. Nothing in this Agreement will prohibit the PBA from acquiring all information upon request from the City as would normally be of public record and available under the State Public Records Act (Florida Statute 119). Said information will be made available at no cost. Further, copies of recorded tapes of meetings held by the City, Commission, and its various Boards will be made available upon request of the PBA, when such request is accompanied by blank tape(s). In addition, the following public record information will be furnished by the City to the PBA at the same time the information is made available to other entities of City government also at no cost to the PBA.

City Commission Agendas & Minutes  
Proposed & Final Budget  
City Administrative Orders, Policies & Procedures  
Pension Board Agendas & Minutes  
Disciplinary Action Board Agendas & Minutes  
Safety Committee & Accident Review Board Minutes  
Pension Plan Actuarial Report  
Grievance Board Agendas & Minutes  
Pay Plan and In-hiring Schedule  
Grade Level  
New Job Titles and Descriptions Relating to the Bargaining Unit  
Existing Job Titles and Descriptions Relating to the Bargaining Unit

**ARTICLE 48**  
**WAGES**

**FULL TIME EMPLOYEES**

**YEAR ONE (10/1/2020-9/30/2021)**

Effective 10/1/2020 non-school employees and effective 10/1/2020 for school employees, each employee is eligible for a wage adjustment or lump sum payment if the employee has reached top out pay on their anniversary date based using the performance evaluation document attached as Appendix "A".

**YEAR TWO (10/1/2021-9/30/2022)**

Effective 10/1/2021 non-school employees and 10/1/2021 for school employees, each employee is eligible for a wage adjustment or lump sum payment if the employee has reached top out pay on their anniversary date based using the performance evaluation document attached as Appendix "A".

**YEAR THREE (10/1/2022-9/30/2023)**

Effective 10/1/2022 non-school employees and 10/1/2022 for school employees, each employee is eligible for a wage adjustment or lump sum payment if the employee has reached top out pay on their anniversary date based using the performance evaluation document attached as Appendix "A".

The maximum of the pay ranges for full time employees will increase by 2.5% on 10/1/2020 and 3% on 10/1/2021, and 10/1/2022.

**YEAR TWO and THREE**

Effective on 10/1/21 and 10/1/22 all full time employees will receive a 1% base salary increase as long as the employee has received at least a satisfactory rating on their most recent performance review. The 1% increases stated above will not increase the maximum of the paygrades, however, an employee will receive the increase even if he/she is at the maximum. Thus, the employee may be 1% above the maximum of the paygrade.

**PART TIME EMPLOYEES**

Part time employees are not eligible for performance pay. Part time employees will receive base wage adjustment as follows for School and Non-school employees

04/01/21	7%
04/01/22	7%
04/01/23	7%

The foregoing increases will be reflected in a corresponding (not additional pay) increase to the pay ranges for part time employees.

**SHIFT DIFFERENTIAL PAY**

Employees who work a shift that begins after noon (12:00 PM) will be paid an additional Fifty (\$.50) cents per hour as premium pay. Holiday, vacation and sick leave payments will be calculated to include the premium payment.

**ARTICLE 49**

**PAY ADVANCES**

- A. An employee may request his/her vacation pay checks in advance of any scheduled annual leave by submitting a written request to the departmental payroll office at least fourteen (14) calendar days prior to the date on which annual leave is desired to commence.

**ARTICLE 50**  
**BACK PAY**

- A. An employee will be entitled to recover, without penalty to the City, funds due them by reason of errors in the implementation or administration of the City Pay Plan and other applicable regulations affecting pay. This will be done in conjunction with the employee's next paycheck whenever possible, but in no event will the payment be made later than the second paycheck after discovery of the error.

**ARTICLE 51**  
**APPLICABILITY OF AGREEMENT**

- A. The general provisions herein contained are mutually agreed to by the City and the PBA. The specific provisions of this Agreement are mutually agreed to by the City and the PBA and will be binding on the City, the PBA, or each, as the context may require. Provisions binding upon the PBA will be interpreted as binding upon all members of the bargaining unit to abide by and to perform as specified. Provisions binding upon the City will be interpreted as binding upon all administrative and other officials to abide by and perform as specified.
  
- B. On ratification of this Agreement by both parties, the PBA will withdraw and dismiss with prejudice the pending grievance/arbitration regarding application of the wage and benefit changes set forth in the 2010 MOU to bargaining unit employees who work in the City's Charter Schools.<sup>3</sup>
  
- C. It is the intent of the parties to enter into this Agreement in a manner which resolves all pending grievances except those listed below:

List pending grievance

---

<sup>3</sup> Negotiated November 2011



**ARTICLE 52**  
**SEVERABILITY CLAUSE**

- A. Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement will not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement will remain in full force and effect.

**ARTICLE 53**  
**STRIKES AND LOCKOUTS**

- A. There will be no strikes, work stoppages, sick-outs, picketing while working, slow-downs, or other concerted failure or refusal to perform assigned work by the employees or the PBA, and there will be no lockouts by the City for the duration of this Agreement. The PBA guarantees to support the City fully in maintaining operations in every way.
- B. Any employee who participates in or promotes a strike, work stoppage, picket line while working, slow-down, sick-out, or concerted failure or refusal to perform assigned work may be disciplined by the City.
- C. The City is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Article would give rise to irreparable damage to the City and to the public at large. Accordingly, in the event of any violation of this Article, the City will be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law. Provided, however, in any action brought by the City, the PBA will not be responsible for any act alleged to constitute a breach of this Article if the PBA did not instigate or support such action. In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the City, the PBA will promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.
- D. The PBA recognizes the fact that within Florida's Collective Bargaining Law, strike penalties exist against employees and employee organizations. Among those penalties:
  - 1. The employee organization may be fined up to \$20,000 per day while on strike.
  - 2. The officers and agents of striking employee organizations are subject to fines of up to \$100 per day.
  - 3. Striking employees can be dismissed.

**ARTICLE 54**  
**TIME LIMITS**

- A. Unless otherwise indicated, all time limits contained in this Agreement will be considered met so long as the post-marked date on a certified letter is in compliance with the specified time limit, when the postal service is utilized.

**ARTICLE 55**  
**TERM OF AGREEMENT**

- A. This Agreement will be effective on the day ratified by both parties or pursuant to Section 447.403(e), and will terminate in all respects on September 30, 2023. Employee compensation levels will not increase except as set forth in a subsequent collective bargaining agreement or memorandum of understanding.

**ARTICLE 56**  
**MANAGERIAL RIGHTS**

- A. Except as otherwise specifically provided in this Agreement, the City has sole and exclusive right to exercise all rights or functions of management, except where limited by express provisions elsewhere in this Agreement. Nothing in this Agreement will be construed to restrict, limit or impair the rights, powers and authority of the City as granted under the laws of the State and City Charter.
- B. These powers include, but are not limited to:
1. To manage and direct all employees of the City.
  2. To hire, rehire, promote, transfer, schedule, assign and retain employees in positions within the City.
  3. To suspend, demote, discharge, lay-off, and/or take other disciplinary action against non-probationary employees for just cause, in accordance with the Career Service Rules and Regulations of Pembroke Pines.
  4. Set standards of service for all employees, including minimum manning quotas.
  5. Relieve employees from duty because of lack of work, lack of funds or for other legitimate legal and just reasons.
  6. To maintain the efficiency of the operations of the City Departments.
  7. To determine overtime work as required in a manner most advantageous to the City, and consistent with requirements of municipal employment and public safety and terms of this Agreement.
  8. To determine the structure and organization of City government including the right to supervise, expand, subcontract, consolidate or merge any department and to alter, combine, or reduce, assign or cease any job or any division.
  9. Administer internal security practices and investigations.
  10. To determine the number of all employees who will be employed by the City, assignments, job makeup, activities and the number of hours and shifts to be worked

- per week including starting, quitting, and meal times of all employees in accordance with this Agreement.
11. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations.
  12. To determine the number, types, and grades of positions or employees assigned to an organizational unit, department or project, and the right to alter, combine, reduce, expand or cease any position.
  13. To determine the equipment to be used and the manning of same.
  14. To utilize the services of volunteers.
  15. To take whatever steps required by law necessary to accommodate a qualified applicant or bargaining unit employee with a disability, regardless of any other provision of this agreement.
- C. Any right, privilege, or function of the City not specifically released or modified by the City in this Agreement will remain exclusively with the City. Should the City fail to exercise its rights in any of the above functions from time to time, this will not be construed or deemed a waiver of the City's prerogative to exercise any or all rights or functions listed herein.
- D. Every incidental duty connected with operations enumerated in job descriptions are not always specifically described and employees, at the discretion of the City Manager, may be required to perform duties not within their job description, but within the realm of related duties.
- E. The PBA and the City jointly recognize the need to perform maximum municipal services at minimum cost, and the difficult problems facing the City in attaining that goal and both hereby agree that in the best interest of both, that the employees of the PBA will be best served by attaining maximum efficiency and productivity. Therefore, the parties will use their best efforts to create and maintain an atmosphere in which every department employee's efforts are aimed toward these objectives and will cooperate to these ends.
- F. The City will formulate all departmental policies and procedures including rules and regulations which will serve as a guide for the conduct, responsibilities, and duties of all employees covered by this Agreement. The use, location, operation and personnel policies

regarding care and maintenance of any equipment or property of the City by the PBA or its members will be subject to the exclusive direction and control by the City.

**SIGNATURE PAGE FOLLOWS**

**ARTICLE 57**  
**PENSION**

- A. All reference to the General Employees' Pension Plan means the restated plan attached as Appendix "B".
- B. Employees will not be eligible to participate in the City's life insurance program after their date of termination from the City or change from a Full Time status to Part Time status.
- C. A 401(a) plan will be set up by the City with a vendor selected by the City. The plan will be as follow (in general terms, subject to the actual final plan documents):

YEAR ONE (10/1/2020-9/30/21)

Effective 7/1/2021 until 9/30/21 the City will contribute 13.5% of the base wage of a Full Time Non-School bargaining unit employee into a 401 Plan set up by the City. No other bargaining unit employees will receive a City 401 Plan contribution.

YEAR TWO (10/1/21-9/30/22) AND YEAR THREE (10/1/22-9/30/23)

Effective 10/1/21 to 9/30/23 the City will contribute 12% of the base wage of a Full Time Non-School bargaining unit employee into a 401 Plan set up by the City. No other bargaining unit employees will receive a City 401 Plan contribution.

No City contribution to a 401 Plan will be made beyond the term of this agreement (i.e. after 9/30/2023) unless provide for in a subsequent Collective Bargaining Agreement.

No employee contributions will be allowed.

Funds will deposited into "target funds" (based on age/estimated retirement date) by the City. Members will be allowed to move funds to any of the target funds in the plan (approx. 6) plus a money market (stable value) fund.

The vesting be over four years (including past full time employment)

The plan will allow for cash distributions as well as the option to purchase an annuity from the plan provider at the prevailing rates and terms offered by the provider at the time of election.



SIGNATURE PAGE

**CITY OF PEMBROKE PINES**

BY: \_\_\_\_\_

Charles F. Dodge, City Manager

Dated: March \_\_\_\_, 2021

**BROWARD COUNTY POLICE BENEVOLENT ASSOCIATION, INC**

BY: \_\_\_\_\_

President

Dated: March \_\_\_\_, 2021

Approved as to form

\_\_\_\_\_  
CITY ATTORNEY

Attested to

\_\_\_\_\_  
CITY CLERK

Date Ratified by City Commission: \_\_\_\_\_, 2021

Date Ratified by Bargaining Unit: \_\_\_\_\_, 2021



<b>2. QUANTITY OF WORK</b>				
<b>1</b> Unsatisfactory	<b>2</b> Marginal	<b>3</b> Average	<b>4</b> Exceeds Expectations	<b>5</b> Achieves Excellence
Unable to meet deadlines and complete tasks within a reasonable length of time without detailed instructions	Seldom achieves satisfactory production or meets deadlines; gives up too easily or takes too much time completing job assignments.	Production is satisfactory; generally meets deadlines, plans and organizes work effectively.	Rapid worker; completes all tasks prior to deadline, does extra work willingly, even when faced with difficulties.	Exceptional producer. Quantity of work is outstanding and distinctive. Goes the "extra mile" to get normal and additional work completed, even under adverse conditions.
<b>Comments:</b>				

<b>3. ATTENDANCE</b>				
<b>1</b> Unsatisfactory	<b>2</b> Marginal	<b>3</b> Average	<b>4</b> Exceeds Expectations	<b>5</b> Achieves Excellence
Excessive absenteeism and/or frequently late.	Often deficient in attendance and/or punctuality	Usually present and punctual/on time. Employee is faithful in coming to work daily and conforms to established work hours.	Prompt, regular in attendance and always punctual/ on time and ready to begin duties at the assigned hour.	Outstanding attendance record with exceptional preparation for duty.
<b>Comments:</b>				

<b>4. KNOWLEDGE OF THE JOB</b>				
<b>1</b> Unsatisfactory	<b>2</b> Marginal	<b>3</b> Average	<b>4</b> Exceeds Expectations	<b>5</b> Achieves Excellence
Lacks overall understanding of the job and its importance; displays no interest in work assignment and demonstrates limited ability in performing the core job functions	Has minimal knowledge and understanding of the job. Learns works assignments slowly. Requires much instruction and guidance.	Has adequate knowledge of all aspects of work assignments and performs satisfactorily.	Very well informed. Knowledge and skills exceed requirements. Requires limited to no supervision.	Exceptionally well informed and prepared. Is able to complete assignments and perform job duties in an excellent manner with only general oversight and supervision.
<b>Comments:</b>				

<b>5. INITIATIVE</b>				
<b>1</b> Unsatisfactory	<b>2</b> Marginal	<b>3</b> Average	<b>4</b> Exceeds Expectations	<b>5</b> Achieves Excellence
Lacks self confidence; displays little drive; does not strive to achieve; does not accept duties or responsibilities.	Occasionally comes up with a new idea; puts forth little effort; slow to achieve.	Has self-confidence; frequently suggests new ways to do things; resourceful and uses time wisely.	Consistently uses own initiative; often suggests changes to improve work, seeks new and better ways of doing things, is creative, and usually finds own way to deal with emergencies.	Outstanding and exceptional initiative; a self-starter. Highly resourceful and shows superior ability to think through and solve problems.
<b>Comments</b>				

<b>6. JUDGMENT AND DECISION-MAKING</b>				
<b>1</b> Unsatisfactory	<b>2</b> Marginal	<b>3</b> Average	<b>4</b> Exceeds Expectations	<b>5</b> Achieves Excellence
Decisions are often wrong usually due to poor judgment. Frequently hesitates or neglects to make necessary decisions.	Occasionally makes poor decisions due to insufficient information or poor judgment. At times neglects to make decisions when necessary.	Usually arrives at sound decisions. Analyzes issue at hand to resolve the problem and reach alternatives that are usually good. Makes decisions in a timely manner.	Uses good judgment in analyzing problems and providing alternatives to reach decisions that effectively resolve the issue. Makes timely decisions.	Demonstrates superior decision-making ability which shows excellent judgment. Commendable record of well thought-out decisions.

**Comments:**

<b>7. TEAMWORK</b>				
<b>1</b> Unsatisfactory	<b>2</b> Marginal	<b>3</b> Average	<b>4</b> Exceeds Expectations	<b>5</b> Achieves Excellence
Is inclined to be undependable and troublesome; blunt, uncooperative, discourteous, and often antagonizes those with whom the employee has contact	Sometimes uncooperative, displays impoliteness and tactlessness	Works well with others; makes an honest effort to be cooperative, follows instructions, exercises tact, and assists others as needed	Works very well with others; very polite and very tactful in dealing with the public and fellow colleagues; receives constructive criticism well. A commendable team worker who facilitates cooperation with others.	Extremely cooperative. Exceptional techniques in dealing and assisting others Outstanding team worker.
<b>Comments:</b>				

<b>8. PUBLIC CONTACT</b>				
<b>1</b> Unsatisfactory	<b>2</b> Marginal	<b>3</b> Average	<b>4</b> Exceeds Expectations	<b>5</b> Achieves Excellence
Has frequent problems in dealing with the public; discourteous.	Occasionally discourteous in dealing with the public. Sometimes tactless.	Generally good skills in dealing with the public. Is usually courteous and effective, but lacks ability to go the extra step to help if needed.	Always courteous and helpful. Makes an extra effort to assist the public as necessary.	Extremely courteous and helpful. Very effective in providing assistance even if outside the realm of the regular work duties. Exemplary role model.
<b>Comments:</b>				
<p><b>Overall Evaluation: Record appropriate number in the box.</b></p> <p><b>Add the total number of points above for each category/by # of categories utilized = overall score</b></p>				

**Total Points** \_\_\_\_\_ / \_\_\_\_\_ **# of categories** = \_\_\_\_\_ **overall score**

Unsatisfactory (1): Employee's work is failing and well below job requirements.\*

Marginal (2): Employee's work is weak and does not fully meet normal/average job expectations.\*

Average (3): Employee's work is satisfactory and meets expectations in performance and job requirements.

Exceeds Expectations (4.00 to 4.499): Employee's work is very good and surpasses regular expectations and exceeds job requirements.

Achieves Excellence (4.5 to 5.0): Employee's work fully achieves excellence; far exceeds job requirements and is outstanding, exceptional and distinctive.

**NOTE: Employees who earn an Unsatisfactory or Marginal rating must be provided with a Written Warning and will be reevaluated in 30 days. If improvement is not made to a satisfactory level, further disciplinary action, up to and including termination of employment will occur.**

**Evaluator's Additional Comments: (Continue on attachments as necessary):**

**THE PERFORMANCE REVIEW MUST BE APPROVED BY THE HUMAN RESOURCES DEPARTMENT PRIOR TO PRESENTATION TO EMPLOYEE**

_____ Signature of Evaluator/Supervisor	_____ Date	_____ Print Name
_____ Signature of Department Director	_____ Date	_____ Print Name
_____ Signature of Human Resources Director	_____ Date	_____ Print Name
_____ Signature of Employee	_____ Date	_____ Print Name

The employee being evaluated is requested to sign this form, not to indicate approval, but to show that they has read, discussed and received a copy of this document and any attachments, and will file promptly with Human Resources such statements or explanations which they may desire to add. Refusal of the employee to sign document will in no way invalidate the report.

Does this report include attachments:  Yes  No

\*Is this employee recommended for a merit salary increase?  Yes \_\_\_\_\_ (indicate suggested percentage)  
 No

**Merit Increase Approved by HR** \_\_\_\_\_

\*Unsatisfactory or marginal ratings will result in the denial of a merit increase. Salary increases are subject to funding availability and are limited to the percentage approve in the Adopted Budget for the current fiscal year. No increase will be awarded to any individual who is at the maximum of the pay grade for the position in which they occupy.

	Not Topped Out	Topped Out One Time Payment	
Unsatisfactory	N/A	0%	Current Pay Rate:
Marginal	N/A	0%	Current Pay Grade:
Average	2 %	\$600	Pay Grade Maximum:
Exceeds Expectations	3 %	\$750	Merit Increase:
Achieves Excellence	4%	\$900	Proposed New Salary:
			<b>Approved New Salary (HR):</b> _____ <b>(New salary cannot exceed Pay Grade Max)</b>

