

A Resolution ratifying the three-year Collective Bargaining Agreement for police officers and sergeants between the Florida State Lodge Fraternal Order of Police, Inc. and the City of South Miami and authorizing its execution by the City Manager.

~~WHEREAS~~, the Mayor and City Commission of the City of South Miami seek to provide the highest levels of law enforcement protection and services for the citizens, residents, businesses and visitors of the City of South Miami; and

~~WHEREAS~~, a Collective Bargaining Agreement with the Florida State Lodge Fraternal Order of Police Inc. (FOP), the union representing the police officers and sergeants of the South Miami Police Department, is an integral component of this effort; and

~~WHEREAS~~, the City Administration and the FOP have successfully concluded negotiations for a new three-year contract that achieves these objectives; and

~~WHEREAS~~, the police officers and sergeants have ratified the attached agreement.

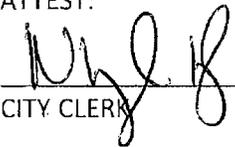
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF SOUTH MIAMI, FLORIDA, that:

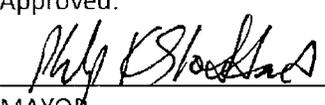
Section 1: The three-year Collective Bargaining Agreement between the Florida State Lodge Fraternal Order of Police Inc. and the City of South Miami is hereby ratified and the City Manager is authorized to execute the Agreement. A copy of the Agreement is attached hereto and made a part hereof by reference.

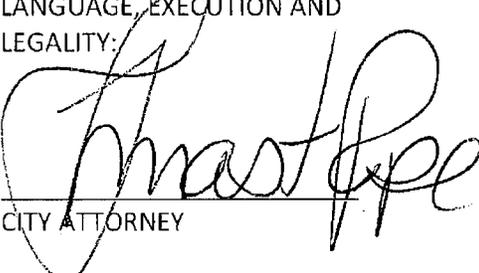
Section 2. Severability. If any section clause, sentence, or phrase of this resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, the holding shall not affect the validity of the remaining portions of this resolution.

Section 3. Effective Date. This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 20th day of September, 2018.

ATTEST:

CITY CLERK

Approved:

MAYOR

READ AND APPROVED AS TO FORM
LANGUAGE, EXECUTION AND
LEGALITY:

CITY ATTORNEY

Commission Vote: 5-0
Mayor Stoddard: Yea
Vice Mayor Harris: Yea
Commissioner Gil: Yea
Commissioner Liebman: Yea
Commissioner Welsh: Yea

AGREEMENT BETWEEN FOP AND CSM RATIFIED BY FOP SEPTEMBER 7, 2018

PREAMBLE

This Agreement is entered into by the City of South Miami, Florida, hereinafter referred to as the "Employer" or the "City" and the Florida State Lodge, Fraternal Order of Police Inc., hereinafter referred to as the "FOP" or "Union", for the purpose of promoting harmonious relations between the Employer and the FOP, to establish an orderly and prompt procedure for the resolution of grievances, to insure continuation of normal activities and Departmental operations, to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning rates of pay, wages, hours of work and all other conditions of employment.

Definitions:

"11:59 p.m." means 23:59:59.99 hours in a 24 hour clock.

"12:00 a.m." means 00:00:00.99 hours in a 24 hour clock.

"12:00 p.m." means 12:01:59.99 hours in a 24 hour clock

"Bi-weekly" mean every two weeks.

"Department" means the South Miami Police Department.

"Officers" or "Police Officers" whether plural or singular, as used in this Agreement means the rank of Police Officer, and Police Sergeant, including probationary employees, but excluding the Chief of Police, Assistant Chief, Majors, Police Captain, Police Lieutenants, any bargaining unit member during his assignment to "Internal Affairs" and all other employees of the City of South Miami.

"Parties" mean the City and the FOP.

"Workweek" means a 7 day period ("week") commencing at 00:00:00 hours (or 12:00 a.m.) on Monday and ending at 23:59:59.99 hours ("11:59: p.m.") midnight on Sunday of each week.

ARTICLE 1. RECOGNITION

The Employer hereby recognizes the FOP, as the collective bargaining agent for all permanent full-time and probationary sworn police personnel in the classifications of police officer and police sergeant. However, the FOP is not the collective bargaining agent for sergeants while assigned to internal affairs.

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ARTICLE 2. NON-DISCRIMINATION

There shall be no discrimination, interference, restraint, or coercion by the Employer or the FOP against any employee because of FOP membership or non-membership, or because of race, creed, color, age, sex, religion, marital status, sexual orientation, disability and national origin. All references to employees in this Agreement shall apply to both sexes and wherever the male gender is used, it shall be construed to include male and female employees and vice versa.

ARTICLE 3. DUES CHECK-OFF

1. Any member of the FOP, who has submitted a properly executed dues authorization card or written statement to the City Manager, or the Manager's designee, in accordance with a format prescribed or approved by the City, may, by request in writing, have their membership dues in the FOP deducted from their wages. Dues shall be deducted each bi-weekly pay period, and shall, thereafter, be transmitted to the FOP. However, the City shall have no responsibility or any liability for any monies once sent to the FOP, nor shall the City have any responsibility or any liability for the improper deduction of dues. Furthermore, the FOP shall hold the City harmless for non-intentional errors in the administration of the dues deduction system. The City shall send all dues to:

Fraternal Order of Police- Florida State Lodge
242 Office Plaza
Tallahassee, Fl. 32301

2. It shall be the responsibility of the FOP to notify the City Manager, or the Manager's designee, of any change in the amount of dues to be deducted at least thirty (30) working days in advance of said change. Under no circumstances shall the City be required to deduct FOP fines, penalties, or assessments from the wages of any member.
3. Any member of the FOP may, on thirty (30) calendar day's written notice to the City and the FOP, request that the City cease deducting dues from his wages.

ARTICLE 4. FOP BOARD OF DIRECTORS REPRESENTATIVES

1. The FOP shall notify the Chief of Police of the names of all members of the FOP Board of

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Directors, the commencement date and length of their term of office, any changes made to the membership of the FOP Board of Directors and any change to a director's term of office, within 3 working days of the election or appointment to the FOP Board of Directors or any ~~other change in the information required to be given to the Chief of Police. Two members,~~ of the FOP, while on duty, shall be allowed to attend collective bargaining sessions between the City and the FOP, as FOP representatives. FOP representatives who attend a collective bargaining session shall be paid for such attendance unless they are off duty during a bargaining session and in such case they shall not be entitled to any compensation for their attendance at said bargaining session. All bargaining sessions shall be set by mutual agreement between the parties. The FOP shall notify the City prior to negotiation of the names of the members attending as FOP representatives, provided however this attendance must be approved by the Chief of Police or the Chief's designee.

2. FOP Directors , while on duty, shall be allowed to attend the City of South Miami FOP Lodge #179 Board of Directors meeting once per quarter without loss of pay or leave time for the duration of the meeting, unless the staffing needs of the Department prevent such attendance. All attendance of a Director while on duty shall require the prior approval of the Chief of Police or the Chief's designee. The FOP shall provide dates and times on a quarterly basis and at least 30 working days prior to the board meeting to help facilitate staff scheduling. Board Directors will not be allowed to attend meetings outside City limits while on-duty. If a Director is on duty, his attendance shall not exceed 2 hours total.

ARTICLE 5. SERVICES TO THE FOP

1. The City will furnish the FOP with a copy of the Police Department's Rules and Regulations at or before the execution of this Agreement and within 48 hours of their modification.
2. The City will provide a mailbox for each employee for use by the City and the FOP to distribute mail and other communication. The aforesaid mailboxes shall only be used by the FOP for the purpose of transmitting material relative to issues concerning this Agreement. The mailboxes shall not be used to disseminate anything relating to any kind of political issue or for the purpose of communicating material that tends to disparage any elected or appointed official, and/or any employee of the City, whether directly or indirectly.
3. Upon written request from the FOP to the City Manager, the City will provide, on a semi-annual basis, a complete roster of the bargaining unit, including name, rank, and current pay scale of each member of the bargaining unit.
4. All bargaining unit employees, including representatives and members of the FOP shall not engage in Union business while on-duty, or while on any City property, or while operating or being in any City vehicle or any other City property unless otherwise specifically permitted by this Agreement, including paragraph two of this article.

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5. Any action taken by the City Manager or Manager's designee concerning the solicitation of City employees for membership in a collective bargaining unit including, signing up of ~~members, collection of initiation fees, dues or assessments, meetings, distribution of~~ bargaining unit or affiliated bargaining unit literature or any other business activity of the bargaining unit on City time and during the working hours of City employees, or on any City property, or in City vehicles or any other City property shall not be a grievable offense.

ARTICLE 6. PERSONNEL RECORDS

1. Employees covered by this Agreement shall have the right to inspect their official personnel file and/or their closed Internal Affairs file upon written request through their chain of command both of which shall occur during normal business hours under the supervision of the respective records custodian or the custodian's designee. Employees shall not be compensated should said inspection occur outside employee's regular duty hours. The employee shall have the right to have duplicate copies of any items in their official files created for them, upon payment of the usual charge thereof.
2. Employees covered by this Agreement shall receive copies of any item that is placed in the employee's official personnel file. Employees covered by this Agreement shall also have the right to add written responses to any such item that is placed in the employee's official personnel file. All written responses to such items shall be sent to the Chief of Police via chain of command not more than ten (10) working days following the day of receipt of such items by the employee. Written responses shall strictly parallel the item(s) of concern. Any refusal to sign any document shall be documented on all copies by the issuing officer (i.e. "Employee Refused to Sign"); however, no retaliatory or disciplinary action shall be taken against any employee who refuses to sign such a document.
3. To the extent permitted by law, all personnel records of the employees shall be kept confidential and shall not be released to any person except; authorized officials of the City, or in response to a subpoena from a court of competent jurisdiction, or upon written authorization from the employee. In this regard, the FOP recognizes the City's obligation to comply with Chapter 119, Florida Statutes.
4. At no time shall the news media be directly furnished with the home address or home telephone number of any employee or his relatives without the express written consent of the employee.
5. The City shall purge, upon written request from the employee covered by this Agreement, all records of counseling/coaching and oral warnings from the employees' personnel files after one (1) full year of service during which the employee does not receive further counseling or

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oral warnings of a similar nature. The City may also purge such records as authorized by Florida State Statute, Title X, Chapter 119 and Title XVIII, Chapter 257.36. Such documents shall be kept in a separate file until they are purged.

ARTICLE 7. INTERNAL AFFAIRS INVESTIGATION AND OBLIGATION TO THE PUBLIC

1. The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Furthermore, the parties recognize that the performance of such duties requires the involvement of those employees in all manner of contacts and relationships with the public and out of such contacts and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, departmental supervisory officials whose primary concern must be the security of the City and the preservation of the public interest and trust.
2. In order to maintain the security of the City and protect the interests and trust of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of an employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted utilizing FS 112.532.
3. An employee, who is criminally charged in any jurisdiction with a felony or a serious misdemeanor including but not limited to, DUI, lewd and lascivious conduct, indecent exposure or perjury may, upon review of the circumstances by the Chief of Police, be relieved of duty without pay and benefits. If exonerated, employee shall be compensated for back pay and benefits retroactive to the date the employee was relieved from duty without pay. Any employee placed on leave without pay shall remain on the City's Employee Census but shall be responsible for the full cost of health insurance premiums, during the relief from duty period.
4. Should disciplinary action result from an internal investigation, an employee may, at the option of the Chief of Police, be allowed to use vacation leave to satisfy a suspension which is for five (5) days or less.

ARTICLE 8. SHIFTS

1. Seniority shall consist of continuous accumulated paid service in a police classification. Seniority shall be computed from the date of appointment to the police classification and shall accumulate during paid absences because of illness, injury, vacation, military or other

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authorized compensated leave. In the event bargaining unit employees have the same seniority by classification, seniority shall then be determined as set forth in paragraph 4. c. below.

2. Non-probationary patrol officers and sergeants shall bid (semi-annually) for their choice of shift assignments and days off. Days off shall not be bid until shift assignments are set, including the Chiefs mandatory assignments, if any. The determining factor in said bid process shall be each employee's seniority as defined in paragraph 4. c. below. In order to meet Department operational needs, the Chief may, at his discretion, make no more than two specific assignments to each shift (during the semi-annual bid process) The Chief's assignment of six officers in total is without regard to seniority and appealable only to the City Manager.
3. A seniority list by shift and work assignment shall be established and shall be utilized when the Department calls in, or holds over, personnel, except in emergency or unusual situations.
4. The parties understand and agree that Seniority for the purposes of this Agreement, unless otherwise stated shall be determined within each rank for employees covered by this Agreement. Additionally, notwithstanding the above, the following shall be adhered to for purposes of determining seniority as follows:
 - a. Seniority within Sergeant's Rank shall be determined by date of promotion to that rank. In case of ties, the same procedure outlined in paragraph c. shall be utilized.
 - b. Seniority within a Specialized Unit shall be determined by length of assignment within that specific specialized unit (CID, Motors, K-9) and solely within that specialized unit, and such specialized unit seniority has preference and precedence over departmental seniority. In case of ties, the same procedure outlined in paragraph 4.c. shall be utilized.
 - c. Departmental Seniority shall consist of continuous accumulated service within the City of South Miami Police Department. Departmental Seniority shall be computed from the date of taking the Police Officer's Oath with the City of South Miami. Where two or more officers take the oath on same date, the drawing of lots shall determine which officer is senior to the other.
5. Vacancies in specialized units shall be filled by permanent employees in all cases unless no permanent employee can demonstrate the experience or the best potential to properly function in such assignment. Should no permanent employee demonstrate said capacity, probationary employees may be considered. Assignment determinations shall be made by the chief of police based on the recommendations of a selection panel appointed by the chief and such assignment determinations are not grievable.
6. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee to be laid off who has advanced to his present

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classification from a lower classification in which he held a permanent appointment, shall, to the extent approved by the Chief of Police and upon the employee's written request, be given a position in a lower classification in the same Department. Such employee's seniority in the ~~lower classification shall be established according to the date of the employee's permanent~~ appointment to that classification. Employees shall be called back from layoffs according to the seniority in the classification from which the employee was laid off. No new employee shall be hired in any classification until all applicable employees on lay-off status in that classification for which they are qualified, have had an opportunity to return to work. Written notice of recall shall be sent by certified mail to the employee's last known address, as long as the employee is still qualified to be an Officer. Recalled employees shall notify the Employer if they desire to return to work within ten (10) calendar days of receipt of recall notice, and must return to work within twenty-one (21) calendar days from receipt of recall notice. An employee will be kept on the callback list for two (2) years.

7. Upon application to the Chief of Police, or the Chief's designee, and his approval, employees may exchange shifts, provided that:
 - a. The shift exchange is between employees of like rank and experience.
 - b. The shift exchange is requested in writing at least ten (10) working days in advance by both employees involved in the exchange.
8. When a vacancy occurs on a patrol shift, the entire shift shall re-bid days off no later than two weeks after the vacancy has been filled. This provision shall apply only to the shift on which the vacancy occurs and not to any other shifts. This re-bidding provision also does not apply should the Chief of Police approve an exchange of shifts as provided for in paragraph 6 of this Article and shall not apply if the vacancy is filled within one (1) month of the next shift/days off picked.
9. The Department shall not modify, alter, adjust or otherwise change an employee's shift in order to avoid the payment of overtime for the purpose of staffing the following pre-planned City special events:
 - Santa's Elves Parade
 - Fourth of July
 - Martin Luther King Parade
 - Safe Streets Halloween
10. The chief retains the right to transfer employees from shift to shift to meet arising operational needs. After a transfer between shifts, days off will be re-bid if the new assignee is junior to others on that shift. The rebidding of the shift ~~will only~~ shall only be applicable during the first

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thirty days of each semiannual shift change. Shift transfers are appealable via the chain of command to the chief of police. Denial of a shift transfer appeal shall be given in writing with the specific departmental needs identified. ~~Bargaining unit employees may exercise an appeal to the city manager within 5 days, in writing, identifying their concerns. Such transfers are not grievable to the city manager.~~

ARTICLE 9. VEHICLES AND SAFETY EQUIPMENT

1. The City will make a good-faith and energetic effort to maintain Police vehicles and safety equipment in proper working order. Police vehicles operated by the City shall comply with the standards and requirements of applicable Florida State Statutes governing motor vehicle safety equipment. Employees will, as soon as possible, report any broken and/or malfunctioning equipment to their Supervisor, but no later than the end of their shift. Employees shall keep the vehicles cleaned and fully fueled at the start of their shift. It is the responsibility of Officers with assigned take-home vehicles to promptly deliver their vehicle to the Motor Pool or dealership as appropriate, when repairs are necessary or for scheduled preventative maintenance.
2. The City shall, insofar as possible, equip its marked patrol vehicles with the appropriate lights, siren, first-aid kit, emergency road flares, yellow crime scene tape and fire extinguishers.
3. The City shall furnish riot gear (torso, shoulder, leg and knee, forearm, and gloves) and helmets, riot shields (if applicable) and gas masks individually to all uniformed Officers and Sergeants as necessary. The City shall furnish one flashlight and firearm (of the design approved by the Chief of Police) along with the appropriate amount of ammunition for the authorized and issued firearm to each sworn Law Enforcement Officer covered under this Agreement.
4. Employees agree to be bound by and abide by the Take Home/Assigned Vehicle Policy, as may be revised by the Chief of Police from time to time. The City shall provide the FOP with two (2) weeks advance notice of any modifications to the aforesaid Take-Home Vehicle Policy which become effective after the ratification of this Agreement.
5. Upon ratification of this Agreement, sworn Law Enforcement Officers covered under this Agreement shall be responsible for the timely changing of motor oil and vehicle filters which shall be done at the City of South Miami Motor Pool Public Works Department. Failure to do so on a timely basis will be a violation of this Agreement and the subject of potential disciplinary action. Employees having a take home vehicle shall pay the City twenty five dollars for each scheduled oil change. Employees will not be compensated for any time incurred with a scheduled oil changes and/or maintenance conducted while the employee is off-duty.

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6. The bargaining unit member must submit a copy of the receipt detailing the vehicle license plate number, the make and model of the police vehicle, the name of the driver, and the date of the motor oil change, and the name, address of the establishment performing the work. ~~Each bargaining unit member must retain a copy of the receipt for a period of three years and must make it available upon request by the Chief of Police or the Chief's designee.~~

ARTICLE 10. PROMOTIONS

1. Employees shall be eligible to take a promotional examination after three continuous years of service as a Police Officer in the South Miami Police Department.
2. Promotional examinations shall be in accordance with validation standards and techniques as established by the Chief of Police. Criteria to be used by the Chief of Police for promotions shall be promulgated and distributed to the bargaining unit at least forty-five (45) Calendar days prior to any examination.
3. The City will list the areas which the examinations will cover and the sources from which the examination is drawn. At the conclusion of the examination, the names of all those employees who passed the examination shall be put onto a promotional eligibility list.
4. Whenever a budgeted promotional vacancy exists in a Police Sergeant classification, the City shall fill such vacancy within thirty (30) working days from an existing eligibility list, to the extent practicable, if a valid eligibility list is in existence. A promotional eligibility list will expire two (2) years from the date of the examination, which led to its creation.
5. The probationary period of employees promoted to Sergeant shall be one (1) year. An employee promoted to Sergeant and then demoted within the probationary period shall have no right of review or appeal, concerning such demotion.
6. The Chief of Police will have authority to promote any of the three (3) top ranked candidates on the eligibility list.

ARTICLE 11. TRAINING

1. The City will provide midnight shift law enforcement officers covered by this Agreement, administrative leave for the last four(4) hours of their regular duty for weapons training if the training is approved by the Chief of Police and the training is within four (4) hours of the end of their tour of duty for that work week.

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2. The City will provide each employee a copy of training bulletins. Additionally, the City will promptly post in a prominent place and/or disseminate via email, City training bulletins as well as approved training advertisements.

3. The City agrees to pay for certain courses. The City agrees to provide at least forty (40) hours of training every four years to meet Florida statutory certification requirements. The City may provide additional training at its discretion.
4. The City shall have the right to change or alter work when scheduling training. To the extent practicable, the City shall give forty-eight (48) hour-notice to employees of such off- duty training.
5. The City shall provide weapons training for all employees at least once annually. This training is in addition to the training provided under paragraph 3. Upon qualification and a demonstration of proficiency, employees shall be permitted to carry, on duty, semiautomatic weapons which have been approved by the Department in accordance with Article 30. The Department will make every reasonable effort to facilitate the attendance at the firearm range during an employee's normal working hours. In the event the Department is unable to schedule the employee to attend the firing range during his normal working hours, the employee may be required to attend the firing range during his off-duty hours. The City agrees to provide ammunition for firearms training.

ARTICLE 12. GRIEVANCE AND ARBITRATION PROCEDURE

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties. For the purpose of this Article, a grievance is defined as, any dispute, difference or controversy involving the interpretation and application of this Agreement.
2. Calendar Days is defined as any day of the week including Saturday and Sunday and holidays.
3. Working Days is defined as any business day Monday through Friday and excludes Saturday and Sundays and holidays.
4. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of the applicable Article, the grievance shall be considered conclusively abandoned. Any grievance not timely responded to by management within the prescribed time limits shall automatically advance to the next higher step.
5. Grievances shall be presented in the following manner:

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STEP 1: The grieving employee shall first take up the grievance with the employee's immediate supervisor within seven (7) calendar days of the occurrence of the event(s) ~~which gave rise to the grievance, or if the employee is on authorized leave during that time,~~ then within seven (7) calendar days after the employee's return to work from authorized leave, as the case may be, and the seventh day shall hereinafter be referred to as the "Step 1 Deadline Date". This first step (between the employee and the immediate supervisor) shall be on an informal and verbal basis and shall not involve the FOP or any other representative of the employee. The immediate supervisor shall complete a grievance transmittal form ("first grievance transmittal form") within five (5) days of the meeting and it shall note nature of the grievance and the date and time of the discussion. If the grievance is not general in nature and does not fall under the duties and responsibilities of the immediate supervisor, then the immediate supervisor shall, within seven (7) working days of receiving the verbal grievance, forward the completed grievance transmittal form to the appropriate supervisor. Such supervisor shall: (a) meet with the employee and give a verbal response to the employee within 7 working days of receipt of the first grievance transmittal form; and (b) shall complete a second grievance transmittal form within five (5) days of the meeting noting the nature of the grievance and the date and time of the meeting.

STEP 2: Any grievance which cannot be satisfactorily settled in Step 1 shall be put in writing and delivered to the supervisor immediately above the appropriate supervisor in Step 1 within seven (7) working days of the meeting with the appropriate supervisor in Step 1. The Step 2 supervisor shall, within ten (10) working days after receipt of the written grievance (or such longer period of time as is mutually agreed upon), render a written decision on the grievance.

STEP 3: Any grievance which cannot be satisfactorily settled with the appropriate supervisor in Step 2 shall next be taken up with the Chief of Police, or the Chief's designee, either by the employee himself, or through a representative of the FOP, at the employee's option. The grievance as specified in writing in Step 2 shall be discussed by and between the employee (or the representative of the FOP and the employee) and the Chief of Police or the Chief's designee, within seven (7) working days after the completion of Step 2. The Chief of Police, or the Chief's designee, shall within ten (10) working days after the discussion (or such longer period of time as is mutually agreed upon), render a decision in writing and deliver a copy to the FOP and the grievant;

STEP 4: In the event the employee is not satisfied with the disposition of the grievance in Step 3, he shall have the right to appeal the decision of the Chief of Police, or the Chief's designee, to the City Manager, or the Manager's designee, within seven (7) working days of the date of issuance of the decision of the Chief of Police or the Chief's designee. Such appeal must be made by delivering a copy of the original written grievance, to the City Manager with a copy to the Chief of Police, together with a letter, signed by the employee, or the representative of the FOP, requesting that the decision of the Chief of Police, or

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the Chief's designee, be reversed or modified ("Notice of Appeal"). The City Manager, or the Manager's designee, shall meet with the employee and/or the FOP representative within seven (7) working days of receipt of the Notice of Appeal. The City Manager, or the ~~Manager's designee, shall, within fifteen (15) working days of the receipt of the Notice of~~ Appeal (or such longer period of time as is mutually agreed upon) render a decision in writing and deliver a copy to the FOP and the grievant.

6. Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee ("Class Grievance"), or if the grievance is directly between the FOP and the Department or the City ("FOP Grievance"), such grievance shall be presented in writing directly to the Chief of Police within ten (10) working days of the occurrence of the event(s) that gave rise to the grievance. The Class Grievance shall be signed by the aggrieved employees and the Representative of the FOP. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Step 3 and Step 4.
7. If the grievance involves discharge, suspension or demotion of the employee, such grievance shall be filed at Step 4 within ten (10) calendar days from the date that the employee receives the "Final Discipline Notice". The Final Discipline Notice is the disciplinary report or memorandum signed by the Chief of Police or the Chief's designee, containing his recommendation for disciplinary action against the employee.
8. Coaching and counseling shall be filed at the appropriate initiation level and shall only be grievable up to Step 3 of the Grievance Procedure. Written reprimands shall be filed at the appropriate initiation level and shall only be grievable to Step 4 of the Grievance Procedure. Therefore, such action shall not be the subject of arbitration. Satisfactory evaluations are not grievable and, therefore, they shall not be the subject of arbitration; however, the employee may forward his or her comments regarding such evaluation through the chain of command prior to the Reviewer's finalization of the evaluation. In addition, matters relating to the assignment, hiring, promotion, or demotion of probationary employees, as well as any decision by the City Manager on any matter not involving loss of pay shall be final and binding and not be the subject of any arbitration.
9. In the event that a grievance that has advanced to Step 4 has not been resolved, the grievant may demand arbitration of the grievance, if it is arbitral. The demand for arbitration shall be delivered to the City Manager within fifteen (15) working days after the City Manager, or the Manager's designee, renders a written decision on the grievance. All other matters not deemed grievable or arbitral or other matters that have been deemed by this Agreement to not be the subject of arbitration, including those relating to the assignment, hiring, promotion, or demotion of probationary employees, as well as any decision by the City Manager on any matter of discipline not involving loss of pay shall be final and binding and not be the subject of any arbitration. The parties shall attempt to mutually select an impartial arbitrator within seven (7) calendar days after a demand for arbitration has been made pursuant to this Article. The arbitrator shall be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said

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impartial arbitrator within fifteen (15) days of the demand for arbitration, the grievant must file his grievance with the Federal Mediation and Conciliation Service (FMCS) within twenty (20) days of the delivery of the demand for arbitration and shall request a panel of five (5) names. ~~The parties shall make their choice of the impartial arbitrator by alternately rank ordering the panel of arbitrators (i.e. 1-7 with 1 being the most acceptable and 7 being the least acceptable) within seven (7) calendar days after receipt of the panel from FMCS. The parties may, by written mutual agreement, extend the time frame for rank ordering the panel of arbitrators.~~ Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) calendar days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties. Either party may reject up to two (2) arbitration panels in any given case.

10. The City and employee, or the FOP with the written consent of the aggrieved employee shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this collective bargaining Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein. The arbitrator shall not have the power or authority to interpret the unambiguous provisions of this Agreement.
11. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the said cost.

ARTICLE 13. HOLIDAYS

1. The following paid holidays shall be granted under the following conditions:
 - i. January 1 New Year's Day
 - ii. 3rd Monday of January Martin Luther King's Birthday

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- iii. 3rd Monday of February President's Day
 - iv. 4th Monday of May Memorial Day

 - v. July 4 Independence Day
 - vi. 1st Monday of September Labor Day
 - vii. Columbus Day
 - viii. November 9 Veteran's Day
 - ix. Last Thursday in November Thanksgiving Day
 - x. Friday after Thanksgiving
 - xi. December 24 Christmas Eve
 - xii. December 25 Christmas Day
2. When a holiday falls on the regularly assigned day off for an employee, such employee shall receive, at the employee's option, an additional day's pay at their straight-time rate of pay, or compensatory time at their straight-time rate of pay.
 3. Birthday and two floating holidays will be credited to the employee after 1 year of continuous service and shall only be taken as leave time.
 4. Upon ratification of this Agreement, holidays will be observed on the actual day it falls on.

ARTICLE 14. SICK LEAVE

1. Sick leave shall be granted to employees for absence for the following conditions:
 - (a) Personal illness or physical disability resulting in the incapacity of the employee to perform the regular duties of his position and not arising from a service-connected injury or accident.
 - (b) Medical, dental or optical treatments and examinations.
 - (c) Personal illness or physical disability resulting in the incapacity of the employee to perform the usual duties of his position and arising from a service-

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connected injury or accident, but only after all available disability benefits offered under Workmen's Compensation are exhausted, provided further that use of sick leave in this manner shall be at the employee's request and is not mandatory.

(d) Illness or injury to a member of a bargaining unit member's immediate family that requires the employee to care for that immediate family member.

2. Employees shall be credited with one (1) day of sick leave at the end of each month active duty during the year.
3. Sick leave may be taken only to the extent that it is accumulated. No advance sick leave shall be granted except in an emergency and upon approval of the City Manager.
4. Employees hired before October 1, 1995 will be eligible to receive the sick leave payout, with the existing cap of 600 hours, for the term of this Agreement. Employees who are hired on or after October 1, 1995, will not be eligible to receive any sick leave payout
5. Effective October 1, 1995, employees will be allowed to accrue sick leave in excess of the 600 hours cap. Nevertheless, the sick leave payout will be governed by section 4 of this Article.
6. All current employees as of October 1, 1995, will retain current payout provision upon termination of employment, and will have no cap on sick leave accrual. All employees hired after October 1, 1995, shall receive no sick leave payout upon termination, but will have a "no- cap" maximum on sick leave accrual. Employees who have not personally utilized more than thirty-two (32) hours of sick leave within a consecutive twelve (12) month period and now have a sick leave balance greater than 30 days (240 hours) shall be eligible to convert up to 5 days (40 hours) of sick leave to annual leave, provided that the employee retains sick leave minimum balance of 200 hours. The catastrophic illness bank will be abolished and accrued hours will return to employees who have accrued this leave.
7. An employee whose service with the City is terminated and who has taken sick leave that is unearned at the date of termination, shall reimburse the City for all salary paid in connection with such unearned leave, unless employment is terminated by the death of an employee, or the employee is unable to return to duty because of his disability, the evidence of which shall be supported by an acceptable medical certificate.
8. In all cases of absence on sick leave in excess of three (3) working days and in cases of absence on sick leave for any period less than three (3) working days when the Personnel Manager or Chief of Police, or the Chief's designee, ("Department Head") shall so direct, the written request for sick leave shall be accompanied by a certificate signed by the physician or other licensed medical practitioner treating the employee, certifying as to the incapacity of the employee during such period to perform the usual duties of the employee's position. Such directives of the Personnel Manager or Department Head shall be valid and in force for a period not to exceed twelve weeks. The Personnel Manager or the Department Head may

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issue additional directives not to exceed twelve weeks in duration, in their discretion with the approval of the City Manager. The issuance of all such directives may be appealed to the City Manager. Failure to furnish such a medical certificate for absences in excess of three (3) ~~workdays, or for any absence when so directed by the Department Head or Personnel Office,~~ shall result in the absence being charged to the employee's vacation leave.

9. The parties agree that the City may take any steps it deems appropriate to strictly administer and enforce the City sick leave policy in such a manner as to eliminate abuse of sick leave privilege.
10. In the event an employee is killed in the line of duty, or by natural causes, his heirs shall receive one-hundred percent (100%) of his accumulated sick leave time.
11. It is further understood and agreed that all issues pertaining to sick leave usage shall be governed by City of South Miami Sick Leave Policy

ARTICLE 15. BEREAVEMENT LEAVE

1. Employees covered by this Agreement after providing adequate notice concerning the death of an immediate family member shall be entitled to bereavement leave with pay up to a maximum of four (4) workdays in the event of such death.
2. Two additional days of leave may be granted if travel in excess of 250 miles one way is necessary.
3. The phrase "immediate family" shall be defined as the employee's spouse, grandparents, parents, stepparents, children, stepchildren, grandchildren, brothers, stepbrothers, sisters, stepsisters, father-in-law, mother-in-law, brother-in-law, sister-in-law, and domestic partner.
4. Proof of death in the immediate family in the form of death certificate or public obituary must be provided to the City Manager, or the Manager's designee, before compensation is approved.
5. Bereavement leave shall not be charged to sick leave or annual leave.
6. Should an employee require more bereavement leave in excess of the allotted time, he may request additional time not to exceed ten (10) days. Such requests must be submitted at least five (5) days prior to the start of the requested leave and be pre-approved by the Chief of Police, or the Chief's designee. Moreover, the employee requesting such additional leave must have at least ten (10) days in either his vacation or compensatory leave banks, from which the requested time will be deducted.

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ARTICLE 16. LEAVE OF ABSENCE

1. Leave without pay and without benefits may be granted by the City Manager for a period not to exceed six (6) calendar months to enable the employee to receive professional or technical training which will improve their work upon their return to service, or because of the employee's extended illness or non-job-related disability, or bereavement. Leave without pay may be granted by the City Manager to an employee for a period not to exceed one (1) calendar month for any other purpose.
2. Leave without pay granted to any employee shall not to be charged against vacation leave, but entry thereof shall be made upon the leave records of such employee.
3. Any employee granted leave without pay for six (6) months or more, shall not be entitled to return to his original position if it is not available but shall be entitled to be placed in another job position for which he qualifies and only if a job position is available. It is clearly understood that if the job position last held has been filled or eliminated, the Department will make every effort to place the employee in another job position for which said employee qualifies. If placed in another job position, said employee shall be entitled only to the wage scale for such new position. If no job position is available, the Department will give priority to said employee as soon as a new job position for which the employee qualifies, is available.

ARTICLE 17. VACATION LEAVE

1. The term "Vacation Leave" shall be used to designate leave with pay granted to an employee on the following prorated basis: Years of Uninterrupted Service Amount of Vacation
 - a) 1 to 5 years inclusive. 8 hours per month
 - b) 6 to 14 years inclusive. 10 hours per month
 - c) 15 to 19 years inclusive. 12 hours per month
 - d) 20 years and over. 14 hours per month
 - (i) Vacation shall require approval of the Chief of Police or the Chief's designee, and at no time shall an employee be allowed more vacation leave than has been accumulated.
 - (ii) Earned vacation leave is principally intended for use during the year in which it is earned. Under exceptional circumstances and upon written request

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within the year in which the vacation leave is earned, such time may be used up to 30 calendar days past the employee's anniversary date with the written approval of the City Manager.

(iii) Vacation leave may be taken to the extent that it is earned by the employee, subject to the prior approval of the Chief of Police, upon written application by the employee in advance, and at the convenience of the City.

(iv) Any earned and credited vacation leave to the credit of an employee in good standing when he terminates his employment with the City will be paid prorated at the employee's current rate of pay with the last paycheck received.

ARTICLE 18. EXTRA-DUTY POLICE EMPLOYMENT

Employees agree to be bound by and abide by the Extra-Duty Police Employment policy as developed by the Chief of Police. The City shall provide the FOP with two (2) weeks advance notice of any modifications to the aforesaid Extra-Duty Police Employment policy which becomes effective after the ratification of this Agreement.

ARTICLE 19. INSURANCE BENEFITS

The City agrees to pay for HMO health insurance for all employees covered by this Agreement. Employees wanting the optional POS or PPO health insurance will pay the difference between the HMO plan and the optional plan chosen. The City will attempt to continue the current levels of coverage for dental, life and disability insurance. The employee agrees to pay for 100% of dependent coverage for health and dental insurance.

ARTICLE 20. HOURS OF WORK AND OVERTIME

1. Forty (40) hours shall constitute a normal workweek for an employee covered by this Agreement. Nothing herein shall guarantee any employee payment for a forty (40) hour workweek unless the employee actually works forty (40) hours. Actual hours worked shall not include hours when work is not done such as during time off for sick leave, birthday, holiday, floating holiday, or vacation leave, whether or not any of this time is pre-approved.

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Compensatory leave will be considered as time actually worked. Employees whose hours of actual work exceed forty (40) hours in a workweek shall be compensated at the rate of time and one-half of the employee's regular straight-time rate for all time worked in excess of 40 hours in a workweek. ~~All available overtime shall be offered to bargaining unit employees in order of seniority unless the existence of emergency or exigent circumstance do not allow a reasonable amount of time to contact employees on a seniority basis or unless the work involves 'crime prevention details' burglary details, traffic, 'wolf-pack' details, etc.~~

2. If an employee covered by this Agreement is called to work at a time outside his scheduled working hours after he has actually worked a forty (40) hour workweek, he shall receive a minimum of four (4) hours' pay at the rate of time and one-half his regular-straight time for such work occurring outside his scheduled working hours. However, if the employee is called to work during a holiday, the employee shall be paid in accordance with Article 13 and not this Article.
3. Employees who are required to attend an off-duty deposition or court appearance after having actually worked a forty (40) hour workweek and when the appearance is as a subpoenaed witness in the federal or state courts or as a deponent in pending criminal, civil or traffic cases involving or arising out of the discharge of the employee's duties in the course of his employment with the City, he will receive a minimum of four (4) hours pay at the rate of time and one half of their regular straight-time rate. Employees shall be allowed to retain witness and travel fees received for court and deposition appearances.
4. Employees, who participate in authorized special events for the City, shall be entitled to be paid at the rate of time and one-half of the employee's regular straight time rate regardless of actual hours worked during that pay period.
5. If the officer is required to hold over for any reason within one hour of the normal tour of duty after having actually worked a forty (40) hour workweek, it will be considered an extension of the shift, entitling the officer to overtime pay.
6. Insofar as possible, employees covered by this Agreement shall be given forty-eight (48) hours' notice of any changes in their regular hours of work. Further, insofar as possible, the Department will avoid scheduling an employee to work on continuous shifts. Should an employee be scheduled to work continuous shifts, their days off may be adjusted within the same pay period by the Department. Employees shall be given two (2) weeks' notice of normal shift change.
7. No supervisor or official shall take action to cause the non-payment of overtime in circumstances wherein an employee covered by this Agreement has performed work, which entitles him to payment of overtime as provided herein, provided that nothing herein shall restrict the City or the Department from altering work schedules or taking any other action

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to reduce the number of overtime, court time, or call-out hours worked by the employee covered by this Agreement.

8. ~~The Department reserves the right to institute any procedure or system it deems appropriate to measure, record and/or verify attendance at and duration off-duty court appearances. Strict compliance with any procedure or system so instituted by the Department shall be a condition precedent to obtaining compensation for an off-duty court appearance under Paragraph 3 above.~~
9. Employees, who participate in authorized special events for the City, shall be entitled to be paid at the rate of time and one-half of the employee's regular straight time rates regardless of actual hours worked during that pay period.
10. Compensatory time shall be administered in accordance with the following guidelines:
 - (a) Compensatory leave may be accrued to a maximum of two hundred forty (240) hours. Certain current employees, who have an accrual in excess of the current cap, will be "grandfathered" to allow them to retain their accrued balance. However, such employees shall not be eligible for accrual of any additional compensatory leave until their balance falls below the 240 hour cap and at that time their accrual cap becomes 240 hours.
 - (b) Compensatory leave may be taken in unlimited blocks of time, provided operational needs have been met, as determined and approved by the Chief of Police.
 - (c) Compensatory leave shall be requested in writing at least one (1) week prior to the effective date of requested leave or the one (1) week time frame is agreed to and waived by the Chief of Police or the Chief's designee. Approval or disapproval shall be made within 3 business days after the request is submitted. Under exceptional circumstances and as approved by the Chief of Police, the time limits for request of compensatory leave may be waived.
 - (d) Once approved, compensatory leave will not be canceled by the Department unless warranted by an emergency situation, as determined by the Chief of Police, exists.
11. The Chief of Police will conduct a straw poll of all Sergeants and Officers to proceed in adopting a 10 and/or 12 hour shift. If the majority of Sergeants and Officers who participated in the poll agree to adopt a 10 and/or 12 hour shift, the Chief of Police or designee will prepare and present a Memorandum of Understanding (MOU) within 30 days of said polling affirming such approval. The Chief of Police reserves the right to adopt 8, 10 and 12 hour shifts for different Divisions and/or assignments.

ARTICLE 21. MANAGEMENT RIGHTS

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1. The FOP and its members recognize that the City has the exclusive right to manage and direct all of its operations and when these rights are exercised they shall not be the subject of any grievance. Accordingly, the City specifically, but not by way of limitation, reserves the exclusive right without redress by the employees or the FOP to:
 - a. Decide the scope of service to be performed and the method of service;
 - b. Hire and/or otherwise determine the qualifications of employees and the criteria and standards for employment;
 - c. Fire, demote, suspend or otherwise discipline employees for proper cause including a violation of the criteria and standards for employment
 - d. Promote and determine the qualifications of employees;
 - e. Layoff and/or relieve employees from duty due to lack of work;
 - f. Transfer employees from location to location and from time to time;
 - g. Rehire employees;
 - h. Determine the starting and quitting time and the numbers of hours and shifts to be worked subject to Article 20;
 - i. Determine the allocation and content of job classifications;
 - j. Formulate and/or amend job descriptions;
 - k. Merge, consolidate, expand, curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the City good business judgment makes such action advisable;
 - l. Contract and/or subcontract any existing or future work;
 - m. Expand, reduce, alter, combine, assign, or cease any job;
 - n. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
 - o. Control the use of equipment and property of the City; Determine the number, location, and operation of headquarters, annexes, substations and divisions thereof;

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- p. Schedule and assign the work to the employees and to determine the size and composition of the work force;
 - ~~q. Determine the services to be provided to the public and the maintenance, procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;~~
 - r. Take whatever action may be necessary to carry out the mission and responsibilities of the City in emergency situations;
 - s. Formulate, amend, revise and implement policy, programs, rules and regulations;
 - t. Have complete authority to exercise those rights and powers that are incidental to the rights and powers enumerated above, including the right to make unilateral changes,
2. The above rights of the City are not meant to be all-inclusive, but are meant as illustrations, which indicate the type of matters, or rights, which belong to and are inherent in the City as the employer. Any of the rights, powers, and authority the City had prior to entering their collective bargaining Agreement are retained by the City, except as specifically abridged, delegated, granted or modified by this Agreement.
3. If the City fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

ARTICLE 22. WORK STOPPAGES

1. The FOP agrees that, under no circumstances, shall there be any work stoppage, strike, improper political activity, sympathy strike, safety strike, jurisdictional dispute, walkout, sit-down, stay-in, sick-out or any other concerted failure or refusal to perform assigned work for any reason whatsoever, or picketing in the furtherance of any of the above-prohibited activities, nor shall any bargaining unit personnel refuse to cross any picket line at any location, whether the picketing is being done by the FOP or any other employee organization or union.
2. The FOP agrees that the City shall retain the right to discharge or otherwise discipline one, some, or all of the employees participating in or promoting any of the activities enumerated in paragraph 1 above, the exercise of such rights by the City will not be subject to recourse under the grievance/arbitration process.
3. It is recognized by the parties that the improper activities enumerated in paragraphs 1 and 2

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above, are contrary to the ideals of professionalism and to the City's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

4. For the purpose of this Article, it is agreed that the FOP shall be responsible for any act committed by its officers, agent, and/or representatives which act constitutes a violation of state law or the provision herein. In addition to all other rights and remedies available to the City under State law, in the event of a breach of the provisions herein, the City shall have the right to unilaterally and without further notice terminate this collective bargaining Agreement, withdraw recognition from the FOP, and cease dues deductions.

ARTICLE 23. AWARDS

The City and Employees agree to be bound by and abide by the Awards policy as developed by the Chief of Police.

ARTICLE 24. MILITARY LEAVE

Any employee covered by this Agreement shall provide a minimum of two weeks advance notice of their official orders requiring their attendance for training or other active duty as a member of the United States Armed Forces or the State of Florida National Guard and shall be entitled to military leave pursuant to Chapter 115.07, Florida Statutes.

ARTICLE 25 AUTHORIZED USE OF PRIVATE AUTOMOBILE

An employee authorized to use their private automobile by the Chief of Police or the Chief's designee in the performance of their City duties will be compensated at the mileage rate prescribed by Florida Statutes. Such mileage shall be computed based on the distance between the employee's regular duty station and the place of assignment or the employee's residence and the place of assignment, whichever is shorter. Mileage shall not be paid for commuting to and from the regular duty station or for court appearances or case-related conferences and depositions.

ARTICLE 26. BULLETIN BOARDS

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The City shall permit the FOP to post notices of an informational nature and names and addresses of officers, directors, and representatives of the Employee Organization on a bulletin board in roll call room of the Police Station, or other location as may be necessary as determined by the Chief of Police. A copy of each notice to be posted shall be approved by the Chief of Police or the Chief's designee prior to posting. Under no circumstances shall the FOP tender for posting, any notice or material tending to, directly or indirectly, disparage any elected or appointed official or employee of the City. An Officer of the FOP shall sign each notice to be posted.

ARTICLE 27. SEVERABILITY CLAUSE

Should any provision of this Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted State or federal 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. Furthermore, should any provision of this Agreement become invalid, as described above, the parties may meet within thirty (30) calendar days of such decision or legislation to discuss substitute provisions or ramifications of such action of this Agreement.

ARTICLE 28. COMPENSATION

1. Bargaining unit employees who serve as Field Training Officers (FTO) pursuant to the criteria below will receive a base hourly rate supplement of seven percent (7%) during the time that the employee performs FTO duties. In order to receive the FTO supplement, the employee must: (1) possess an FTO certificate from the State of Florida, and (2) be assigned to and actually perform FTO duties. Thus, employees will receive FTO pay only during those days in which the employee is at work, is assigned to FTO duties and performs FTO duties. The seven percent (7%) FTO supplement will be added to the employee's base pay for the days during which the employee receives such supplement. The assignment pay shall be tied to the base salary for overtime and pension calculation.
2. Bargaining unit employees covered by this Agreement who are temporarily assigned to a higher rank shall receive seven percent (7%) of his/her base hourly rate as a supplement for each full day worked in the higher rank. The assignment pay shall be tied to the base salary for overtime and pension calculation.
3. Longevity pay shall be calculated based on the hourly rate of each bargaining unit employee.
4. Employees covered by this contract will continue to receive \$50 hazardous duty pay bi-weekly. This hazardous duty pay will not be used for pension calculation.

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5. Police officers assigned to uniform patrol who are covered under this Agreement and are assigned to afternoon or midnight shifts shall receive a shift differential pay of \$0.35 (afternoon shift) or \$0.50 (midnight shift). ~~Sergeants assigned to uniform patrol who are covered under this agreement and are assigned to afternoon or midnight shifts shall receive a shift differential pay of \$0.45 (afternoon shift) or \$0.60 (midnight shift).~~ The shift differential, for overtime and pension calculation, is not tied to the base. Hours must be actually worked in order to receive the differential pay.

6. Upon ratification Police Officers and Sergeants covered under this Agreement who are assigned to the following specialized units shall be eligible for an assignment pay of \$80 per pay period. The assignment pay is not tied to the base for overtime and pension calculation. Employees eligible for specialized unit pay will only be eligible for one such \$80 increase regardless of how many specialized units they participate in.
 - a) Motors/Traffic Unit
 - b) G.I.U.
 - c) S.I.U.
 - d) Community Patrol/PAL
 - e) K-9
 - f) SWAT

7. Upon ratification bargaining unit members shall receive an 8% cost of living adjustments based on the Consumer Price Index for the last 5 years - All Urban Consumers 12-Month Percent Change for the Miami-Ft. Lauderdale FL area (CPI), (computed as the aggregate, of the last 5-years of COLA years of the COLA shall, 12-month average change percentage). Payments shall not be retroactive and the last five (5) years of the COLA shall only be used for calculating this onetime increase.

8. For the purposes of this agreement the Consumer Price Index shall be calculated as follows - All Urban Consumers 12-Month Percent Change for the Miami-Ft. Lauderdale FL area (CPI) which shall have the effect of increasing the pay for each employee, unless the CPI is zero or is negative, which shall then have no decreasing effect on the employee's pay. The cap on the CPI increase shall be at 3.0%.

9. Effective October 1, 2018, the merit step pay program shall be implemented and begin as follows for all Officers and Sergeants: A merit pay increase will be available to be awarded at the end of the month upon completion of an anniversary year within the employee's classification provided he meets the provisions contained in this Article.

Step 1: 3.5%

Step 2: CPI

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- Step 3: 3.5%
- Step 4: CPI
- Step 5: 3.5%
- Step 6: CPI
- Step 7: 3.5%
- Step 8: CPI
- Step 9: 3.5%
- Step 10: CPI
- Step 11 (Year 15): 5%
- Step 12 (Year 20): 5%

10. Within the twelve (12) month period immediately preceding the effective date of the merit increase Employee must not have any of the following (these rules do not apply for the CPI increase):
- i. Received a score below 3.0 on the annual performance review
 - ii. A sustained or upheld Suspension

If an employee has been suspended, then once the suspension has ended and it has been resolved and finalized in the employee's records, then the employee can request to be reviewed again for merit pay increase. An employee that has a suspension or annual performance review overturned through the appropriate appellate process may be entitled to the applicable merit pay increase he would have otherwise received at the time.

11. An Employee must be an employee of the City on the date the merit pay increase is scheduled to be awarded.
12. An employee promoted to Sergeant will receive a one (1) time 10% increase regardless of which step he has attained in the merit based step system. The employee will continue to receive eligible steps based on the merit based step system.

ARTICLE 29. PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS

Except as specifically provided herein, neither party hereto shall be permitted to re-open this Agreement or any part of this Agreement. This Agreement contains the entire Agreement of the parties on all matters relative to wages, hours, working conditions, and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

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ARTICLE 30. UNIFORMS AND EQUIPMENT

1. Employees covered by this Agreement shall receive from the City upon appointment, at no cost to the employee, a new uniform, which shall consist of the following:
 - (a) One (1) long sleeve shirt;
 - (b) Five (5) short sleeve shirts;
 - (c) Five (5) pairs of trousers;
 - (d) One (1) hat;
 - (e) Badge and name tag;
 - (f) Duty belt and accessories to include: but not be limited to: handcuffs case cartridge case, holster and hand held radio holder;
 - (g) The appropriate quantity of ammunition;
 - (h) One (1) jacket with zip-out lining;
 - (i) One (1) pairs police low quarter corfam shoes and one (1) pair alternative footwear (IE Boots, sneakers Etc.);
 - (j) Raingear
2. The above items shall be replaced as needed, by the City, within a reasonable amount of time after the employee has submitted a written request. Such requests shall include the reason for replacement and is contingent upon approval of the Chief of Police or the Chief's designee, via the chain of command.
3. Commencing with the ratification of this Agreement, employees who are required to wear non-issued clothing will receive a clothing allotment of \$700 dollars annually. One-half (1/2) of said allotment will be paid on the pay day nearest the 15th of December of each year and the other one-half (1/2) will be paid on the pay day nearest the 15th of June of each year provided that the employee is employed on said day.
4. Commencing with the ratification of this agreement, uniformed employees covered under this Agreement will receive a clothing allowance of \$400 dollars annually. One-half (1/2) of said allotment will be paid on the pay day nearest the 15th of December of each year and the other one-half (1/2) will be paid on the pay day nearest the 15th of June of each year provided that the employee is employed on said day. Any employee who receives a clothing/uniform allowance in advance who terminates employment, except for retirement, will have a prorated portion of that allowance deducted from the final paycheck. No final paycheck will be given the terminated employee until all city-owned property such as uniforms and equipment, ID, etc. has been returned to the City.
5. Commencing with the ratification of this Agreement each bargaining unit employee covered

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by this Agreement shall be provided with a Level III A bullet resistant vest. The wearing of the vest will be in compliance with Department policy.

6. ~~Each Officer (upon request) will be issued surgical gloves and a plastic pocket resuscitation mask for use in administering first aid. Such items shall be replaced as needed.~~
7. Employees shall be issued hand held batons (ASP) with holsters and shall receive appropriate training for use of such ASP prior to issuance.
8. Uniformed personnel shall be permitted to wear, as part of their uniform, a standard knife (The blade of which shall not exceed three inches in length) and case, the finish of which matches the duty belt accessories issued by the City. The uniformed personnel shall not carry any knife on their person other than that which is contained in said case.

ARTICLE 31. PHYSICAL EXAMINATION AND WORKERS' COMPENSATION BENEFITS

1. Employees will receive an electrocardiogram, eye exam, and physical examination to include alcohol and drug screen testing at least once a year (12 months) performed by a physician or agency selected by the City or when requested by the City. Scheduling of the above will be at the discretion of the City, and the results will become part of the employee's permanent record. The City will undertake the cost of the examination and will furnish the employee with a copy of the examination report.
2. In the event of an on-the-job injury to an employee, not as a result of negligence by the employee, such employee will be carried at full pay and benefits for a period not to exceed 180 calendar days from the first day of injury. The Chief of Police may determine that a prior sustained injury reported on a subsequent date is acceptable and the 180-benefit period can be initiated at that time at the Chiefs discretion.
3. Any employee injured on the job, and not as a result of his negligence, shall be paid the regular full wage for the day of the accident if their treating physician advises that he should not return to work that day.
4. Employees covered by this Agreement further agree that, in the interest of public confidence, there needs to exist a management right to submit employees at random and without notification for testing such as for Drug and Alcohol use. Said tests shall be in addition to the annual physical and may occur not more than one time per employee each calendar year.
5. Personnel requesting light duty status based on non-work related injuries shall file request for such duty with supporting medical documentation to the Chief of Police. If light duty status is available and is approved by the Chief at his discretion as per the Personnel Manual, the employee will be assigned duties and shift as per Departmental needs at the Chief's

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discretion.

ARTICLE 32. RETIREMENT BENEFITS

1. Each employee who retires based on receiving full retirement benefits without penalty or medical disability shall receive an honorary one-grade promotion and shall be issued a badge and identification card clearly marked "retired". The honorary one-grade promotion shall not affect salary, benefits or the calculations of pension and/or distributions.
2. The following changes in retirement benefits are hereby agreed and are incorporated hereto as historical data:
 - a. Effective October 1, 1995, the benefit accrual rate (multiplier) shall be increased from 1.9 % to 2.25% for services performed in the 1995-1996 fiscal year;
 - b. Effective October 1, 1996, the benefit accrual rate (multiplier) shall be increased from 2.25% to 2.50% for services performed in the 1996-1997 fiscal year;
 - c. Effective October 1, 1997, the benefit accrual rate (multiplier) shall be increased from 2.50% to 2.75% for services performed in the 1997-2001 fiscal years.
 - d. Effective October 1, 2001, the benefit accrual rate (multiplier) shall be increased from 2.75 to 2.80 percent for services performed in the 2001-2002 fiscal year. Effective October 1, 2002, the pension benefit accrual rate (multiplier) for sworn police personnel shall be increased from 2.80 percent to 2.90 for services performed in the 2002-2003 fiscal year.
 - e. Effective October 1, 2003 and thereafter the pension benefit accrual rate (multiplier) for sworn police personnel shall be increased from 2.90 to 3.00 percent. The multiplier factor for all years of service prior to October 1, 1993, the multiplier shall be 1.6%. For services rendered during fiscal year 1993-94 (October 1, 1993 through September 30, 1994), the multiplier shall be 1.8%.
 - f. For services rendered during October 1, 1994 through September 29, 1995, the multiplier shall be 1.9% to be applied at the time of retirement of each bargaining unit employee covered by this Agreement.
3. Bargaining unit employees shall be 100% vested in the retirement plan when completion of

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ten (10) years credited full time service in the retirement plan is completed.

4. Effective October 1, 2001, the employee contribution to the retirement plan will be 7.5%. ~~Should the total contribution be actuarially determined to exceed 15%, both the City and the employees will share equally the excess amount (should the total contribution be actuarially determined to be 17%, the City shall contribute a total of 8.5% and the employees shall contribute a total of 8.5%).~~ Employee contribution will not exceed 12%.
5. The sum of \$12,498 will be paid from the Chapter 185 Police Retirement funds to the South Miami Police Pension Plan each year, regardless of the growth or diminution in future Chapter 185 funds in partial exchange for the 25 years of service and out benefit and providing the pension benefit accrual rate (multiplier) for sworn police personnel shall not be less than two percent (2.0%) for all years of service improvement to the South Miami Police Pension Plan. In addition, the sum of \$25,282 will be paid from the Chapter 185 Police Retirement funds to the South Miami Police Pension Plan each year up to and including the payment for fiscal year ending September 30, 2026, regardless of the growth or diminution in future Chapter 185 funds in partial exchange for providing for credited service from date of employment for sworn police personnel who entered the South Miami Police Pension Plan when first eligible. The amount determined by the pension board actuary for future benefit improvements for sworn police personnel, if any, will be paid from the Chapter 185 Police Retirement funds to the South Miami Police Pension Plan each year, regardless of the growth or diminution in future Chapter 185 funds.
6. The retirement plan is mandatory for all employees, covered under this Agreement, hired after October 1, 1995.
7. Final average compensation shall mean the participant's annual compensation, as determined by the employer, acting in a uniform and nondiscriminatory manner' averaged over the best five (5) year period of the participant's career with the City of South Miami ending on the participant's retirement date, date of disability, date of termination of employment, or date of termination of the plan, whichever is applicable. For the purposes of this Agreement the best five (5) years is defined as best five -26 consecutive pay periods within a participant's career and such consecutive year periods shall not overlap one another.
8. The normal retirement date (the earliest date a bargaining unit employee may retire with full unreduced pension benefits) for a participant shall be on the date that the participant has completed 25 years of credited police service, regardless of age, or attainment of age sixty 60 and completion of ten 10 years of credited police service
9. Employees covered by this Agreement shall be allowed to apply for permission to purchase credit for active duty in the U. S. military service, up to a maximum of four (4) years in the South Miami Retirement System, pursuant to procedures to be promulgated by the City in consultation with the FOP.

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10. Employees covered by this Agreement shall be allowed to apply for permission to purchase credit for immediate past City service as a member of the bargaining unit up to a maximum of five (5) years in the South Miami Retirement System pursuant to procedures to be promulgated by the City in consultation with the FOP. The actuarial and technical language is to be prepared by actuarial company, approved by the City and the FOP, and adopted by the Pension Board. Any condition or impairment of health of any police officer caused by tuberculosis, hypertension, heart disease, or hardening of the arteries, resulting in total disability or death, shall be presumed to be accidental and suffered in the line of duty unless the contrary be shown by competent evidence.
11. Effective July 1, 2011, the maximum amount of overtime hours for pension calculations for any one fiscal year shall not exceed 300 hours. The day following the ratification of this Agreement, any accumulated time which is eligible for payout upon separation from employment with the City shall remain eligible for pension calculations and subject to pension contributions upon payout. Any accumulated time that is eligible for payout after the ratification of this Agreement will be considered new accumulated time. Any and all new accumulated time, eligible for payout upon separation from employment with the City, shall not be eligible for pension calculation or subject to pension contributions.
12. Effective upon the ratification of this Agreement employees hired on or after October 1, 2011 covered by this Agreement shall enter the pension plan immediately upon being hired as a sworn law enforcement officer.
13. Attached hereto and incorporated by reference herein, is Ordinance 16-08-1951 adopted May 20, 2008, entitled "Pension Plan," as amended.
14. Upon ratification, the City of South Miami will begin the process for a 5 year Deferred Retirement Option Program referred to as the DROP. The full implementation of the DROP will commence upon updating the City of South Miami Retirement Ordinance. Officers and Sergeants who are eligible to retire with full benefits (as stated in the CSM Retirement Ordinance) without penalty will be allowed to enter the DROP. The member's DROP account shall be credited with interest in an amount equal to fifty (50) percent of the net (gross return minus investment expense) yearly interest earned by the retirement system for the preceding fiscal year, up to a maximum of five (5) percent. If the net yearly interest earned by the retirement system is zero (0) percent or less, the member's DROP account will not be credited with interest, nor will it be debited with any investment losses. The City agrees to implement the DROP program within one (1) year after ratification of this agreement.

ARTICLE 33. EDUCATIONAL INCENTIVE

1. The City agrees to bear the cost of tuition for specifically applicable specialized education courses to better equip the Officers for the performance of the particular job and/or position

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in which they are employed, as determined by and approved in writing by the Chief of Police.

2. Every application for educational assistance shall be subject to the approval of the Chief of Police and the City Manager. Such approval must be obtained at least thirty (30) calendar days prior to the beginning of any course.
3. If any application is approved, guidelines for reimbursement are as follows:
 - a) 75% reimbursement of the course cost for a grade of "B" or better for undergraduate courses;
 - b) 75% reimbursement of the course cost for a grade of "B" or better for graduate courses;
 - c) 50% reimbursement of the course cost for a grade of "C" for graduate courses;
 - d) Any such reimbursement shall be made only upon submission of proof of the grades as provided in sub-sections a, b, & c above;
 - e) The credit hour cost of any courses approved shall be capped at the rate used by local publicly funded universities and/or community colleges.
 - f) There shall be no reimbursement for grades "D" or less or "unsatisfactory".
4. Employees utilizing educational assistance must remain with the City for a period of at least two years following completion of any reimbursed course, or said reimbursement must be repaid to the City (amount may be deducted from final pay).

ARTICLE 34. EMPLOYEE PREGNANCY/MATERNITY LEAVE

1. An employee who becomes pregnant must notify the Chief of Police as soon as she receives a medical confirmation that she is pregnant. A pregnant employee is required to furnish a letter from her physician who will state the anticipated delivery date, the amount of time the employee may continue to work until the delivery and the types and limitations of duty to be performed. The pregnant employee may, in the discretion of the City, be placed on light duty status with the approval of the Chief of Police or the Chief's designee and the City Manager. In the event that a light duty position is not available at the Police Station, the pregnant employee may be utilized in other City of South Miami offices at the discretion of the City Manager. The employee's rate of pay will remain the same.
2. Pregnant employees may be granted FMLA leave on the same terms and conditions as granted for other non-pregnancy-related disabilities or illness. Any employee who

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becomes pregnant shall be entitled to unpaid maternity leave. Such unpaid maternity leave shall be granted for a period of up to six (6) months. In the event that the pregnant employee has any accrued annual leave, sick leave or comp time, she may use all or any part of the accrued leave at her request in lieu of unpaid leave.

ARTICLE 35. EMPLOYEE ASSISTANCE PROGRAM

The City and the FOP concur that an Employee Assistance Program (EAP) exists within the City Personnel Manual and can be of great value in supporting the operations of the Police Department and to bolstering the welfare of the Department's law enforcement personnel.

ARTICLE 36. ABOLISHMENT OR MERGER

Whenever the abolishment or merger of the Police Department is contemplated, the FOP shall be informed of such plans in advance. Additionally, the FOP shall be given an opportunity to be apprised concerning the impact of such abolishment or merger proposal upon this Agreement.

ARTICLE 37. AMERICANS WITH DISABILITIES ACT (ADA)

Notwithstanding any other provision of this Agreement, the FOP agrees that the City may take whatever actions may be necessary to comply with the Americans with Disabilities Act or the Florida Civil Rights Act to provide reasonable accommodation to individuals with disabilities as required under those laws. To accomplish this, the City shall notify the FOP of the action it intends to take to comply with the ADA or the Florida Civil Rights Act. However, any contention or claim that the City violated any provision of the Americans with Disabilities Act or the Florida Civil Rights Act shall be exclusively resolved through available administrative or judicial remedies, and shall not be subject to the grievance procedure herein.

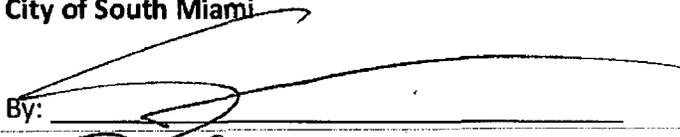
ARTICLE 38. TERM OF AGREEMENT

Except as provided herein, all provisions of this Agreement shall be effective September 18, 2018 and shall remain in force for three (3) years until September 17, 2021.

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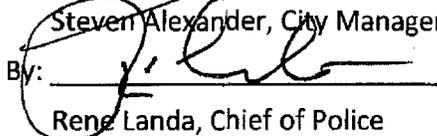
AGREEMENT BETWEEN FOP AND CSM
RATIFIED BY FOP SEPTEMBER 7, 2018

City of South Miami

By: 

Date: 10-22-18

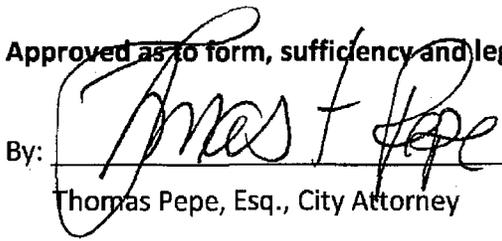
Steven Alexander, City Manager

By: 

Date: 10/22/2018

Rene Landa, Chief of Police

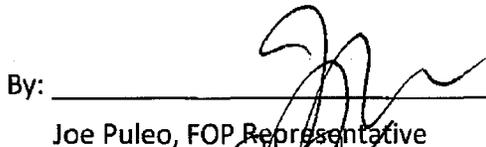
Approved as to form, sufficiency and legality:

By: 

Date: 10/22/2018

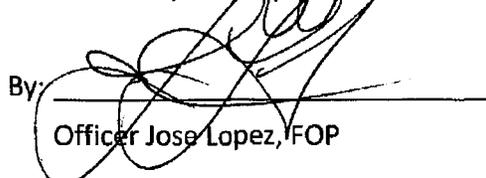
Thomas Pepe, Esq., City Attorney

Fraternal Order of Police:

By: 

Date: 10/22/18

Joe Puleo, FOP Representative

By: 

Date: 10/22/18

Officer Jose Lopez, FOP



10/2-1/18

SGT. DARBY WAGNER, FOP