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AGREEMENT
BETWEEN
CITY OF MIAMI, MIAMI, FLORIDA
AND
FRATERNAL ORDER OF POLICE,
WALTER E. HEADLEY, JR., MIAMI LODGE NO. 20
OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2005

proper application to and adjudication by the appropriate state agency and/or the appropriate court of competent jurisdiction; or as may be mutually agreed upon by the parties.

1.3 The salaries listed in the appendices represent an approximation. The salary schedule issued by the Employee Relations Department is the official City salary document.

1.4 Bargaining Unit Classifications (From Appendix "A")

<u>Class Code Number</u>	<u>Class Title</u>
5005	Officer
5006	Motor Officer
5011	Sergeant
5012	Lieutenant
5013	Captain
5014	Motor Sergeant
5015	Motor Lieutenant

Article 2

REPRESENTATION OF THE CITY

2.1 The City shall be represented by the City Manager, or a person or persons designated in writing to the F.O.P. by the City Manager. The City Manager, or his designated representative, shall have sole authority to conclude an agreement on behalf of the City subject to ratification by an official resolution of the City Commission. It is understood that the designated representatives of the City are the official representatives for the purpose of negotiating an Agreement. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the City, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the City. It shall be the obligation of the City Manager, or his designated representative to notify the F.O.P. in writing of any changes in designation of the City's representative for the purposes of negotiations.

day notice requirement will not apply where the schedule of negotiating sessions prohibits its application.

3.2 The parties agree that time spent in contract negotiations will be paid at the straight time rate.

Article 4

MANAGEMENT RIGHTS

4.1 The F.O.P. agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the City has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the City.

The rights of the City, through its management officials, shall include, but shall not be limited to, the right to determine the organization of City Government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for service to be offered to the public; to direct the bargaining unit members of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule bargaining unit members in positions with the City; to suspend, demote, discharge, or take other disciplinary action against bargaining unit members for proper cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve bargaining unit members from duties because of lack of work or funds; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job pay

submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, picketing or demonstrating in furtherance of a work stoppage, either during the term of or after the expiration of a collective bargaining agreement.

5.2 Neither the F.O.P., nor any of its officers, agents and members, nor any bargaining unit members, covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage of work, illegal picketing, or any other interruption of the operations of the City.

5.3 Each bargaining unit member who holds a position with the F.O.P. occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in F.S. 447.505 and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the F.O.P., its officers, stewards and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other bargaining unit members and upon the request of the City, to encourage and direct bargaining unit members violating this Article or the law to return to work, and to disavow the strike publicly.

5.4 Any or all bargaining unit members who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City, and any such action by the City shall not be grievable or arbitrable under the provisions of Article 6 - Grievance Procedure.

Division of Labor Relations. The Election of Remedy form will indicate whether the aggrieved party or parties wish to utilize the Grievance Procedure contained in this Agreement or process the grievance, appeal or administrative action before a governmental board, agency or court proceeding. Selection of redress other than through the Grievance Procedure contained herein shall preclude the aggrieved party or parties from utilizing said Grievance Procedure for adjustment of said grievance.

6.5 To simplify the Grievance Procedure, the number of “working days” in presenting a grievance and receiving a reply from the different levels of supervision shall be based upon a forty (40) hour, five (5) day workweek, Monday through Friday not including citywide holidays. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.

Any grievance not processed in accordance with the time limits provided above or not supplemented by a completed and signed Election of Remedy form shall be considered conclusively abandoned. Any grievance not answered by management within the time limits provided will automatically advance to the next higher step of the Grievance Procedure. Where a grievance is general in nature in that it applies to a number of bargaining unit members having the same issue to be decided, or if the grievance is directly between the F.O.P. and the City, it shall be presented directly at Step 3 of the Grievance Procedure, within the time limits provided for the submission of a grievance in Step 1, and signed by the aggrieved bargaining unit members or the F.O.P. representative on their behalf. The Election of Remedy form as provided in Section 6.4 of this Article must be completed and attached to grievances presented directly at Step 3.

When the Election of Remedy form indicates the grievance is to be advanced through the Grievance Procedure, the bargaining unit member or the F.O.P. representative shall reduce the grievance to writing on the grievance form provided for this purpose and present such written grievance to the Department Head or his designee within five (5) working days from the time the response was given at Step 1. The Department Head or his designee shall meet with the bargaining unit member and/or the F.O.P. representative and shall respond in writing to the bargaining unit member and the F.O.P. within seven (7) working days from receipt of the written grievance.

Step 3.

If the grievance has not been satisfactorily resolved in Step 2, the bargaining unit member or the F.O.P. may present a written appeal to the City Manager or the Labor Relations/Deputy Director, Department of Employee Relations within seven (7) working days from the time the response was given at Step 2. The City Manager and/or the Labor Relations/Deputy Director, Department of Employee Relations shall hold a grievance hearing with the bargaining unit member and/or the F.O.P. representative. The City Manager and/or the Labor Relations/Deputy Director, Department of Employee Relations shall respond in writing to the bargaining unit member and the F.O.P. within ten (10) working days from the receipt of appeal.

Step 4.

1. If the grievance is not settled in Step 3, it may upon written request of either the Bargaining unit member, Employee Organization or the City within seven (7) working days after receipt of reply or answer be referred to arbitration by the Arbitrator.

5. Copies of the award of the arbitration made in accordance with the jurisdiction or authority under this Agreement shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding on the aggrieved bargaining unit member(s), the F.O.P. and the City.
6. The Arbitrator shall be selected by agreement of the parties. In the event the parties cannot agree upon an Arbitrator, the Federal Mediation and Conciliation Service shall be requested to nominate five (5) persons for such position. Each party may reject such list in its entirety. If a list is not so rejected, names shall be stricken alternately, the party striking first to be determined by the toss of a coin.

6.9 Effective upon ratification of the labor agreement, the City agrees to pay the F.O.P. up to forty thousand dollars (\$40,000) per fiscal year for representation of its bargaining unit members.

Article 7

RULES OF CONSTRUCTION

7.1 It is agreed and understood that this Agreement constitutes the whole Agreement between the parties.

7.2 If this Agreement or any provision, section, subsection, sentence, clause, phrase, or word of this Agreement is in conflict with any law as finally determined by a court of competent jurisdiction which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of the law shall be null and void and subject to renegotiation. Notwithstanding the provisions of this article, the parties agree that whenever a negotiated clause of the labor contract is in conflict with the Civil Service Rules on the same subject, the provisions of the Labor

- D.** The bargaining unit member who is the subject of the complaint shall be informed of the nature of the investigation prior to any interrogation, and given the names of all known complainants. The bargaining unit member shall have the opportunity to review the complaint and any and all written or taped statements from the complainant and witnesses immediately prior to the taking of the bargaining unit member's formal statement when it is determined that the investigation is strictly for administrative purposes. All sworn statements of substantive witnesses shall be documented with the exception of those of a confidential nature.
- E.** Interrogations shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F.** The bargaining unit member shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward or threat of action shall be made as an inducement to answering any question.
- G.** The complete interrogation including when recesses are taken shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the bargaining unit member a copy of the recording of the interrogation session will be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends following said interrogation. The bargaining unit member must provide a blank tape for copying. Once the transcript of the interrogation session is transcribed, the interrogated officer may request a written transcript of his interrogation upon providing payment for same.

- J.** If the bargaining unit member is under arrest, or is a principal of a criminal investigation and is likely to be arrested as a result of the interrogation, he shall be fully informed of his or her legal rights prior to any interrogation.
- K.** At the request of the bargaining unit member, he or she shall have the right to be represented by one representative of his or her choice during the entire interrogation.
- L.** Where an attorney or bargaining unit member representative is requested but cannot be present within one (1) hour of notification, the bargaining unit member shall be required to obtain another bargaining unit member representative or counsel. When a bargaining unit member representative or counsel is present, he or she may advise the bargaining unit member as to the bargaining unit member's rights under applicable rules, regulations and the current Labor Agreement.
- M.** When a bargaining unit member is giving a statement as a witness, and during that statement that said witness has become a principal of that investigation, the statement will be discontinued and the bargaining unit member will be advised he may be a principal in said investigation. The bargaining unit member will then be given the opportunity to suspend the statement to seek F.O.P. or other legal representation.

8.2 Records retained by Internal Affairs shall be destroyed after a period of five (5) years beyond either the bargaining unit member's termination date, retirement date or unless otherwise directed by state law.

be entitled. The bargaining unit member agrees to sign this workers' compensation check back to the City. The City will also issue a second check to the bargaining unit member which will consist of an amount equal to the workers' compensation payment and the supplementary salary as set out, and subject to the limitations below. After those deductions with mandated preference under federal law, the City agrees to take deductions and/or credits from this second paycheck in the following order: workers' compensation (will be indicated on the check as a credit for the City and will be non-taxable), pension, health insurance, and any other deductions. The parties agree that this process is intended to provide the bargaining unit member with these paychecks without interruptions.

Should the bargaining unit member refuse to return the workers' compensation check to the City, the City shall cease making any deductions for the bargaining unit member from the second check for pension, health insurance, etc. and the bargaining unit member shall then be completely responsible for making those payments on his/her own, until the bargaining unit member elects to participate in the paycheck system described above in Section 9.1.

9.3 The City agrees that any bargaining unit member covered under this contract who is disabled as a result of an accident, injury or illness incurred in the line of duty shall be granted supplementary salary, subject to the following conditions: Supplementary salary will be paid in the form of a continuation of the bargaining unit member's regular paycheck, of which a part thereof is Workers' Compensation pay, as provided by Resolution No. 39802. Pursuant to the above manner of payment the City will meet its obligations to the state and to the bargaining unit member and the bargaining unit member will avoid creating a debt to the City for pension, health insurance, or other deductions. If the City is unable to implement this program as set out above, the parties agree to meet to devise another system that will accomplish the same goals. Supplementary salary shall only be granted for a period of one hundred and fifty (150) days.

included in the bargaining unit member's base salary) prior to the line of duty injury, accident, or occupational disease.

9.4 If a bargaining unit member remains temporarily disabled beyond the period of time in which he/she is entitled to collect the 100% supplementary pay benefits, he/she shall be entitled to supplementary pay equal to the 2/3 "D" payments pursuant to current practice.

9.5 If a bargaining unit member becomes permanently and totally incapacitated from the further performance of the duties of his/her classified position he/she shall petition the retirement board for retirement. The supplementary salary of the difference of 2/3 "D" as described above shall continue until the retirement is finally granted or denied. This section shall not be construed to modify the bargaining unit member's rights under the current pension ordinance.

9.6 At any time during his/her absence from duty claimed to be the result of a line of duty injury while an bargaining unit member is collecting City supplementary pay, the bargaining unit member shall be required, upon the request of the City Manager, or his/her designee, to submit to a physical examination by a physician designated by the City Manager within fifteen days of the request. If such bargaining unit member, without cause, as determined by the City Manager, shall fail to submit to the examination at the time specified, all City supplementary salary benefits will be terminated.

9.7 The parties agree that where a bargaining unit member resides outside the jurisdictional limits of the City of Miami and the said bargaining unit member is injured going to or coming from work within a reasonable period of time from the commencement or termination of his/her tour of duty on a reasonably direct route of travel, said accident may be considered as occurring in the line of duty. This provision is not applicable if the bargaining unit member is charged

of employment, and social or recreational events. Notices or announcements shall not contain anything political or reflecting adversely on the City or any of its officials or employees; notices or announcements which violate the provisions of this section shall not be posted.

Article 12

DEPARTMENT DISCIPLINARY REVIEW BOARD

12.1 It is the purpose of the Departmental Disciplinary Review Board to provide a method of ascertaining the fairness and consistency of punitive action for infractions of the Departmental Rules and Regulations, Departmental Orders and other Departmental Directives. A part of this review process is the Departmental Disciplinary Review Board, which makes advisory determinations and non-binding recommendations to the Chief of Police on matters of discipline. Departmental actions against a bargaining unit member arising from a claim of fitness for duty or workers' compensation shall not be reviewed by the Departmental Disciplinary Review Board or the Departmental Disciplinary Review Board Chairperson. Any decisions by the Departmental Disciplinary Review Board or any policies established by the Departmental Disciplinary Review Board are not arbitrable under this Collective Bargaining Agreement. The Departmental Disciplinary Review Board does not possess adjudicators or quasi-judicial powers. As such, its hearings are non-adversary in nature; the bargaining unit member appears before the Board voluntarily at his/her request, the bargaining unit member shall be entitled to representation by a bargaining unit member of his/her choice and shall be permitted to examine witnesses, to evidence and testimony, to cross-examine, and to put on a defense. All sworn bargaining unit members, prior to the final determination of a monetary fine, forfeiture of time and/or suspension in excess of two (2) tours of duty, demotion or dismissal shall, upon written request of the accused, if submitted within ten (10) working days, be afforded a review of the recommended

his emoluments in exchange for the continuance of the hearing. Continuance or delay of the Departmental Disciplinary Review Board upon the bargaining unit member's request shall not exceed 150 calendar days, unless in the sole discretion of management a further continuance of the Department Disciplinary Review Board would be approved.

12.5 Administrative actions taken that result in the bargaining unit member being carried "W" or "WW" shall not be subject to the review of the Department Disciplinary Review Board.

Article 13

RECALL AND COURT TIME

13.1 If a bargaining unit member is recalled to work he/she shall be paid from the time of notification in accordance with Article 15, Overtime/Compensatory Time.

13.2 If a bargaining unit member is required to attend court or other proceeding arising out of the course of his/her official duties at a time other than his scheduled work shift, he shall be paid a minimum of three (3) hours at one and one-half times his/her straight time hourly rate or an equivalent amount of scheduled compensatory time off.

13.3 A bargaining unit member performing work or required to attend court or any other proceeding arising out of the course of his/her official duties at a time which is continuous with his scheduled work shift shall be paid at his/her overtime rate consistent with Article 15, Overtime/Compensatory Time, and the minimum three (3) hours Recall shall not apply.

13.4 A bargaining unit member eligible for overtime, attending court or other proceedings arising out of the course of their official duties one (1) hour or less before the start of their scheduled tour of duty shall receive one (1) hour of overtime.

13.5 A bargaining unit member eligible for overtime for attending court or other proceedings arising out of the course of their official duties one (1) hour or less after the end of their

14.2 For the purposes of this Agreement, a transfer means a change for more than five (5) consecutive working days of a work assignment, a change in hours, or a change in days off. Specifically excluded from the six (6) day notification period are temporary changes of hours or days off necessitated by special events (except for the special events of Calle Ocho, Three King's Parade, Martin Luther King's Parade or any draft event held on New Year's Eve), civil disturbances, acts of God, and other emergency situations. The six (6) days' notice shall be waived upon consent of the bargaining unit member.

Article 15

OVERTIME/COMPENSATORY TIME

15.1 Bargaining unit members shall be paid one and one half (1 ½) times their regular rate of pay for all work performed in excess of a bargaining unit member's normal work day or in excess of a bargaining unit member's normal work week, and shall be considered overtime work.

15.2 Bargaining unit members performing compensable overtime work shall, at their discretion, be paid time and one-half (1½) at their straight time hourly rate of pay or shall be given compensatory time at the rate of time and one-half (1½) for such work. This overtime rate shall be all-inclusive and no additional compensation in the form of additional holiday pay, etc., shall be paid.

15.3 The parties agree that the daily overtime requirements as set forth in this contract shall not apply in any future FLSA litigation concerning a matter for which daily overtime is not currently paid or for off-duty maintenance of any take home equipment used in the scope of employment. Practices instituted by management are not subject to the foregoing sentence.

15.4 The maximum accumulation of compensatory time hours is two hundred (200). Any hours in excess of two hundred (200) will be paid out at current hourly rate. Bargaining unit

15.6 The parties agree that overtime hours shall not be used in the computation of arriving at average earnings for purposes of establishing pension benefits.

15.7 The parties agree that assignments of overtime work shall rest solely with the Chief of Police.

15.8 The parties agree that the assignment of overtime work is on an involuntary basis and any bargaining unit member refusing assignment of such work is subject to disciplinary action as deemed appropriate by the Chief of Police.

Article 16

4-10 WORK SCHEDULE

16.1 Those operations currently working a four (4) day, ten (10) hour work schedule will continue through the life of this Agreement. Bargaining unit members working in the following units will, effective upon ratification of this agreement, be placed on a 4-10 Work Schedule:

A Court Liaison	I Planning and Research	J CATE Officers
B Training	K Community Affairs	L Inspections
C Property	M Special Events	N VIP/Forfeiture
D Alarms	O NRO's	

Bargaining unit members at the rank of Captain will not be entitled to work a 4-10 Work Schedule.

16.2 Should the Chief of Police determine the 4-10 Work Schedule in its entirety or in part is detrimental to the efficient operation of the Department, he may discontinue all or that portion of the 4-10 Work Schedule deemed to be inefficient after reviewing his reasons with the President of the Fraternal Order of Police, Lodge No. 20. Should there be a disagreement as to the discontinuance of the 4-10 Work Schedule, the F.O.P. may grieve according to the provisions of Article 6, Grievance Procedure. Discontinuance of the 4-10 Work Schedule may not occur unless the parties agree or an Arbitrator so rules. Nothing shall preclude Management from

18.3 All new hires in the classification of Police Officer will be paid five percent (5%) per month less than Step 1 of the salary range of the classification of Police Officer until they have satisfactorily completed six (6) months of the police academy and passed the state certification exam. Thereafter, bargaining unit members in the classification of Police Officer shall be eligible to be increased to Step 1 through Step 7. The period of probationary service shall not be less than eighteen (18) months nor more than twenty-four (24) months, unless extended by the department. Bargaining unit members hired directly as certified Police Officers with or without prior law enforcement experience or sworn bargaining unit members hired from other police agencies as sworn City of Miami Police Officers and without being required to attend the academy shall be placed at the following pay steps commensurate with their experience:

- 0 – 2 years experience - Step 1
- 2 – 4 years experience - Step 2
- 4 – 6 years experience - Step 3
- 6 years or more experience - Step 4

Current bargaining unit members who meet the above criteria and whose pay is below the above formula will have their steps immediately adjusted accordingly. Current bargaining unit members who are still on probation will be eligible to adjust their probation as stated above.

Such bargaining unit members shall complete six (6) months of satisfactory performance in the F.T.O. program, which includes four (4) months riding in full-duty status with satisfactory performance. The period of probationary service shall not be less than twelve (12) months nor more than eighteen (18) months, unless extended by the department.

having five (5) or more years of previous continuous service may be placed at a step in accordance with Section 18.3.

- C. Complete six (6) months of satisfactory performance in the F.T.O. program, which includes four (4) months riding with a field training officer and two (2) months riding solo and completing six (6) months in full-duty status with satisfactory performance. The period of probationary service shall not be less than twelve (12) months nor more than eighteen (18) months, unless extended by the department

18.7 Bargaining unit members in the below listed assignments shall receive a five percent (5%) pay supplement on their base rate of pay:

- A. Neighborhood Resource Officer
- B. Bomb Squad
- C. Complaint Sergeant
- D. S.W.A.T.
- E. Field Training Officers
- F. "Senior Uniform Patrol Officers" and the first full pay period following October 1, 2002 "Senior Uniform Patrol Sergeants" will receive a five percent (5%) pay supplement on their base rate of pay. The Senior Uniform Patrol Officer and the Senior Uniform Patrol Sergeant will receive the pay supplement as defined herein. The five percent (5%) pay supplement will only be paid to bargaining unit members assigned to non-administrative positions.

1. Qualifications

- a) Senior Uniform Patrol Officer

3. Application for "Senior Uniform Patrol Officer" or "Senior Uniform Patrol Sergeant" pay shall be the responsibility of the bargaining unit member and shall be made via red line memorandum submitted through channels to the chairperson of the "Senior Uniform Patrol Officer" committee.
4. "Senior Uniform Patrol Officer" and "Senior Uniform Patrol Sergeant" pay committee.
 - a) Effective upon ratification of the labor agreement a "Senior Uniform Patrol Officer" and "Senior Uniform Patrol Sergeant" pay committee shall be established. Said committee shall be comprised of one F.O.P. representative, one Department representative, and one representative chosen by the first two (2) members. The committee's function will be to review applications for recommendations of approval or denial to the Chief of Police for final approval. The committee shall also review appeals and disputes arising out of the granting or forfeiting "Senior Uniform Patrol Officer" or "Senior Uniform Patrol Sergeant" pays. The committee shall establish its own rules and procedures.

18.8 Effective upon the first full pay period following ratification of the labor agreement bargaining unit members in the below listed assignments shall receive a pay supplement as indicated:

- A.** Certified Instructors (CJIS) assigned to MPD Training Unit--two percent (2%).

member's paycheck. Such biweekly deductions will be deducted at the same rate or amount as the bargaining unit member was overpaid. If the bargaining unit member ceases to be an employee of the City, any balance due will be deducted from any monies due the bargaining unit member, including retirement benefits.

18.13 Shift differential shall be paid for assigned work between the hours of 6:00 p.m. and 7:00 a.m. according to the following schedule:

- a) Police Officer - \$.45 per hour
- b) Sergeant - \$.55 per hour
- c) Lieutenant - \$.65 per hour
- d) Captain - \$.65 per hour

A bargaining unit member that works less than four (4) hours during the established shift differential time period (6:00 p.m. to 7:00 a.m.) will not be entitled to shift differential pay.

It is expressly understood by the parties that shift differential shall not apply to pay for time not worked.

It is agreed that night shift differential shall not be used in calculating a bargaining unit member's average earnings for pension purposes.

18.14 Bargaining unit members shall become eligible for a ten (10) year longevity increase based on their most recent date of hire as Police Officers. Leaves of absence without pay or suspensions of any duration shall cause the effective date of the longevity increase to be deferred by the same number of calendar days embraced by said leave.

18.15 Effective the first full pay period following ratification of the labor agreement bargaining unit members shall become eligible for a five percent (5%) one step longevity increase for fifteen (15), twenty (20), and twenty one (21) years and a two and one half percent (2.5%) half step longevity increase at sixteen (16), and twenty two (22) years of service based on

Notwithstanding any other article of this Collective Bargaining Agreement, the City hereby specifically agrees that any disputes concerning the application or interpretation of the funding of the contract will be resolved through the grievance arbitration procedure of this Agreement.

If an arbitrator determines that the City has breached its funding requirements under this Agreement, the parties jointly confer upon the arbitrator jurisdiction to order the City to appropriate the necessary monies to fund the Agreement. This also applies to any enforcement proceeding under Chapter 682, Florida Statutes.

This article applies to any status quo period following the expiration of this contract.

Article 19

TOTAL AGREEMENT

19.1 The parties agree that this Collective Bargaining Agreement represents the total agreement for terms and conditions of employment during the life of this contract and no request shall be made to increase other bargaining unit member benefits through the Civil Service Board, the Mayor, or the City Commission during the life of this Collective Bargaining Contract.

19.2 Such Agreement precludes the initiation either directly or indirectly of any municipal legislation which would result in the alteration or cost increase of the benefits agreed to in this Collective Bargaining Agreement or to increase the cost of other bargaining unit member benefits not specifically provided for in this Collective Bargaining Agreement.

Article 20

HOLIDAYS

20.1 The following days shall be considered holidays:

New Year's Day

Columbus Day

Article 22

UNIFORM/CLOTHING ALLOWANCE/CELLULAR PHONE ALLOWANCE

22.1 Upon ratification of the labor agreement, bargaining unit members shall receive a uniform allotment of four (4) uniform trousers/skirts, six (6) uniform shirts, and one (1) uniform hat for their first three (3) years, and one allotment of shoes, leather, and web gear for the first year. Thereafter, every other year, they shall receive a choice of four (4) uniform trousers/skirts, six (6) uniform shirts, and one (1) uniform hat or two (2) uniform trousers/skirts, two (2) uniform shirts, and one hundred and fifteen dollars (\$115) of leather and accessories. In the selection of leather accessories and/or uniforms, the bargaining unit member will not be entitled to a credit or refund should such selection not equal the dollar amount specified above.

22.2 All sworn bargaining unit members, depending on assignment or exhibited need, shall be furnished one (1) set of Class C uniforms, one (1) set of rainwear, one (1) helmet, and one (1) winter jacket, which shall be replaced as needed.

22.3 On a year when a bargaining unit member is not entitled to any uniform allotment, he/she may request up to four (4) uniform trousers/skirts, six (6) uniform shirts, and one (1) uniform hat for replacement of damaged uniform, however, such replacement shall require the requesting party to turn in the uniform he/she is requesting to be replaced.

22.4 The City will reimburse any male full duty sworn officer of the bargaining unit up to five hundred dollars (\$500) and any female full duty sworn officer of the bargaining unit up to five hundred fifty dollars (\$550) for the purchase of a bulletproof vest. The Chief of Police will supply the F.O.P. with a list of authorized vests and approved vendors.

22.5 Bargaining unit members covered by this Agreement who purchase an approved bulletproof vest will be reimbursed as outlined in this Article subject to the following:

Bargaining unit members assigned to administrative or non-operational assignments in which the department provides uniform or alternative clothing shall not be entitled to a clothing allowance. Uniformed and nonuniformed assignment will be determined by the Section Major.

22.8 Authorized bargaining unit members shall receive a clothing allowance of fifty-five (\$55) per month. Authorized bargaining unit members who are absent without pay, using time from the F.O.P. time pool, on military leave, and on disability leave, shall receive prorated payments.

Authorized bargaining unit members not receiving a clothing allowance for any of the above reasons shall begin to receive the allowance on the date of return to regular duty. Bargaining unit members temporarily transferred to a position normally receiving a clothing allowance shall not receive the allowance unless their transfers exceed thirty (30) consecutive working days. Bargaining unit members authorized to receive a clothing allowance as specified above may select, after their third (3rd) allotment as a police officer and thereafter, one (1) shirt and one (1) trouser/skirt or a combination of uniforms and leather accessories from a list provided by the department not to exceed sixty five (\$65). Such selection shall be in lieu of the bargaining unit member's normal uniform allotment. Replacement of these uniform articles shall be replaced as specified in Section 22.1 above.

22.9 Effective upon ratification of the labor agreement, bargaining unit members required to use cellular phones during the course of employment, as determined by the Chief of Police or designee, shall receive a cellular phone allowance of seventy five dollars (\$75) per month. Effective upon ratification of the labor agreement, all cellular phones issued by the City, shall be returned to the department. Each member shall be required to purchase a cellular phone at their own expense. Cellular phones must be accessible at all times and must include voicemail. Upon

24.3 If the total FOP Health Trust fund drops below two million three hundred fifty thousand dollars (\$2,350,000) over the combined twelve (12) months of the Funds' Fiscal Year 2004-2005, then the City agrees to reimburse the FOP Health Trust for the difference bringing the FOP Health Trust fund balance up to the two million three hundred fifty thousand dollar (\$2,350,000) level. Should a reimbursement be necessary, the City shall pay the difference to the FOP Health Trust within thirty (30) days of receiving notice of the specified Fiscal Year based on the Funds' financial statement and confirmed by the yearly audit and adjusted accordingly.

For Fiscal Year 2004-2005, any claims older than three and one-half (3 1/2) months shall not be charged as a debit to bring the total of the fund below the two million three hundred fifty thousand dollar (\$2,350,000) level. Delays in submitting claims caused by the review process and the ordinary course of processing claims shall not be subject to the three and one-half (3 1/2) month period.

Should the Fund level exceed five million (\$5,000,000) dollars at the end of the 2004-2005 Fund fiscal year then the City's current contribution shall be reduced by any such excess for the 2005-2006 Fund fiscal year.

The benefit levels of the FOP Health Trust shall not be changed if such changes would result in increased liability to the City in maintaining the two million three hundred fifty thousand dollar (\$2,350,000) level.

24.4 The F.O.P. agrees to increase premiums charged to bargaining unit members' for both employee coverage and dependent coverage for the health trust for calendar year 2006 to be sufficient to cover fifty percent (50%) of the increase in plan costs from plan year 2004 to plan year 2005.

Article 25

DUES CHECK OFF

25.1 The City agrees to deduct F.O.P. membership dues in an amount established by the F.O.P. and certified in writing by an accredited F.O.P. Officer to the City from the pay of those bargaining unit members in the bargaining unit who individually make such request on a written check off authorization form provided by the City. Such deduction will be made by the City when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.

25.2 The City shall remit deductions of dues during the week following each biweekly pay period to a duly authorized representative as designated in writing by the Union. The F.O.P. shall remit to the City the amount of five hundred dollars (\$500.00) per payroll year for administrative cost. This amount shall be payable in full at the beginning of each payroll year.

25.3 In the event a bargaining unit member's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, group health insurance, and other priority deductions, are not sufficient to cover dues it will be the responsibility of the F.O.P. to collect its dues for that pay period directly from the bargaining unit member.

25.4 Deductions for the Union dues shall continue until either:

- A. Revoked by the bargaining unit member by providing the City with thirty (30) days' written notice that he is terminating the prior check off authorization,
- B. The separation of employment of the authorizing bargaining unit member,
- C. The transfer, promotion, demotion of the authorizing bargaining unit member out of this bargaining unit,

limit may not be met. The President shall then forward a detailed explanation to the Chief of Police as to why the seven (7) day rule wasn't met. Failure to file this properly completed pool time usage form within seven (7) days or failure to file an explanation with the Chief of Police as to why the seven (7) day time limit wasn't met, shall result in the bargaining unit member not being paid for all such time requested.

26.3 Bargaining unit members shall be released from duty on pool time only if the needs of the service permit, but such release shall not be unreasonably denied. If because of the needs of the service a bargaining unit member cannot be released at the time desired, the F.O.P. may request an alternate bargaining unit member be released from duty during the desired time.

26.4 F.O.P. Time Pool hours will be used on an hour for hour basis, regardless of the hourly rate of the bargaining unit member using Time Pool hours. In reporting a bargaining unit member's absence as a result of utilizing the Organization Time Pool, the daily attendance record shall reflect:

"Officer Doe on FOP" (F.O.P. Time Pool)

26.5 Any injury received or any accident incurred by a bargaining unit member whose time is being paid for by the F.O.P. Time Pool, or while engaged in activities paid for by the F.O.P. Time Pool, except the F.O.P. President and two designees when on full-time release shall not be considered a line-of-duty injury, nor shall such injury or accident be considered to have been incurred in the course and scope of his/her employment by the City within the meaning of Chapter 440, Florida Statutes as amended, except for injuries sustained in Miami-Dade, Broward or Monroe Counties while in the course of attempting to halt a felony in progress or apprehending a fleeing felon.

26.8 The City reserves the right to rescind the provisions of this Article in the event any portion of the Article is found to be illegal, but shall not preclude further negotiations of future bargaining unit member pool time.

26.9 Members of the bargaining unit who are elected executive officials of the Fraternal Order of Police shall be permitted to attend one meeting each month of the Fraternal Order of Police without loss of pay subject to prior knowledge and approval of the Chief of Police. Pay for elective officials who are on duty shall be charged against the F.O.P. Time Pool. The monthly meetings shall be limited to two (2) hours and shall involve no more than eleven (11) executive officials.

Article 27

DISCRIMINATION

27.1 No bargaining unit member covered by this Agreement will be subjected to discrimination with regard to any job benefits or other conditions of employment because of age, race, religion, national origin, sex or organization membership and disability or sexual orientation.

27.2 Any bargaining unit member as a condition of relying upon this contractual provision in a grievance proceeding expressly and knowingly waives any further statutory or constitutional right to sue based upon a similar claim.

Article 28

BEREAVEMENT LEAVE

28.1 Any bargaining unit member covered by this Agreement may, in the case of death in the immediate family, be authorized up to a maximum of forty (40) hours of paid leave. Said paid leave time shall be utilized by the bargaining unit member within fourteen (14) calendar

Article 30

FAMILY MEDICAL LEAVE AND LEAVE WITHOUT PAY

30.1 Bargaining unit members may request a leave of absence without pay in accordance with the Family and Medical Leave Act of 1993 (FMLA) and the Miami-Dade County family leave ordinance.

30.2 Bargaining unit members may take FMLA leave of absence without pay not to exceed ninety (90) days in a 12 (twelve) month rolling period for the birth or adoption of a child, to care for an immediate family member with a serious health condition, or the bargaining unit member's own serious health condition.

30.3 Upon approval of the Department Director, and the City Manager or his/her designee, a leave of absence without pay may be granted, for the purpose of entering upon a course of training or study calculated to improve the quality of the bargaining unit member's service to the City through course work directly related to the bargaining unit member's job, for a period not to exceed six (6) months. The request for a leave of absence without pay may be extended for an additional six (6) months upon the approval of the Department Director and approval of the City Manager or his/her designee.

Any bargaining unit member requesting said leave of absence without pay shall be required to submit evidence of registration upon entering each quarter/semester of school.

30.4 Upon approval of the Department Director, and the City Manager or his/her designee, a leave of absence without pay may be granted, for a good reason, for a period not to exceed ninety (90) days. Approval for said leave of absence without pay is at the sole discretion of the City Manager or his/her designee and shall not be appealable to the Civil Service Board or the grievance procedure.

Article 31

VACATION

31.1 Vacation shall be calculated on actual service in the previous calendar year and shall only be taken after the completion of six (6) months of actual continuous service. If a bargaining unit member is employed prior to the 15th of the month, it shall be considered as a full month of service and count in prorating vacation. Crediting vacation shall occur in January of each year and shall be calculated on actual service in the previous calendar year.

31.2 Effective January 1, 2003, earned personal leave shall no longer be credited to bargaining unit members and shall cease as available time. (Note: the fourteen (14) hours of earned personal leave was incorporated into the vacation leave accrual).

31.3 Effective January 1, 2003 bargaining unit members shall accrue vacation in accordance with the following schedule:

1-----5 years-----	94 hours
6-----10 years-----	134 hours
11 ---15 years-----	154 hours
16 ---20 years-----	174 hours
21 ---25 years-----	194 hours
26 ---and over-----	214 hours

Bargaining unit members who have twenty nine (29) years or more of service as of January 1, 1999 shall continue to accrue by an additional four (4) hours per year.

Bargaining unit members will not be credited with anniversary vacation.

31.4 Vacations shall be taken by the last payroll period of the calendar year in which the vacation was credited. Bargaining unit members shall only be allowed to carryover two hundred (200) hours of the previous year's credited vacation. Any excess vacation over the two hundred (200) hour automatic carryover shall be forfeited as of the last payroll period of the calendar year

31.7 Request for vacation payout shall be submitted to the Department of Employee Relations, Division of Labor Relations for approval. Approval may be granted for emergencies or extraordinary circumstances. Proper backup documentation shall be submitted with the request for payment to the Labor Relations/Deputy Director, Department of Employee Relations whose decision is final. Decisions of the Labor Relations/Deputy Director, Department of Employee Relations are not appealable in any forum.

31.8 Vacation leave cannot be used in lieu of sick leave unless otherwise indicated in this Agreement.

31.9 Bargaining unit members who retire upon normal service retirement (Rule of 64 or Age 50) may, at their sole discretion, make an irrevocable election in the calendar year prior to the calendar year in which the bargaining unit member severs service from the City of Miami to convert any portion of their accumulated vacation time to sick time at the time of severance of service.

Article 32

BLOOD DONORS

32.1 Bargaining unit members covered by this Agreement who volunteer as blood donors to contribute to City approved Blood Donor Organizations will be authorized the absence necessary to accomplish this purpose. The Blood Donor Organization's personnel will determine what amount of time the donor will need from the point of donation till they are released to go back to work.

33.5 Any bargaining unit member absent on sick leave for more than three (3) consecutive work days must report to the Department of Employee Relations and obtain approval before returning to work.

33.6 Other banked leave time may be substituted for sick leave only when a bargaining unit member has depleted all of his/her sick leave bank. Other leave time shall be recorded using the following pay codes:

VL – Vacation for Illness

CI – Compensatory Time

When a bargaining unit member has depleted all of his/her leave time balances and has not been approved for Family Medical leave as outlined in Article 28 of this labor agreement the pay code will be as follows:

92 – Illness Without Pay

33.7 All bargaining unit members covered by this Agreement may be allowed to use up to eighty (80) hours of accrued sick leave in any one calendar year due to serious injury or acute illness of any actual member of the bargaining unit member's immediate family. The immediate family shall be defined as father, mother, sister, brother, husband, wife, children, father-in-law, mother-in-law, grandparents, spouse's grandparents, stepfather and/or stepmother.

33.8 Bargaining unit members who have not utilized any sick leave and/or who have not been on disability or in a leave without pay status for the full payroll calendar year shall receive eight (8) hours of commendation paid leave.

33.9 Bargaining unit members covered by this Agreement who exercise normal retirement (excluding bargaining unit members who leave on vested rights) shall be paid for one hundred percent (100%) of accumulated sick leave up to seven hundred fifty (750) hours and fifty percent

the donee. Such donations of time shall be submitted for approval by the Labor Relations/Deputy Director of Employee Relations on a form to be provided by the City. Except as provided above, donations of leave time shall not be authorized. Should there be extraordinary circumstances beyond what is contained in this Article, a bargaining unit member may request consideration from the Labor Relations/Deputy Director of Employee Relations for a time transfer. The Labor Relations/Deputy Director's decision shall be final.

33.15 Effective January 2003, bargaining unit members who are eligible for retirement may, at their sole discretion make an irrevocable election in the calendar year prior to the calendar year in which the bargaining unit member severs service with the City of Miami to convert any portion of their accumulated sick time to vacation time at the time of severance of service. The conversion of sick time to vacation time shall be at the rate of one hundred percent (100%) of accumulated sick leave up to seven-hundred fifty (750) hours and fifty percent (50%) of accumulated sick leave above seven-hundred fifty (750) hours.

33.16 Effective upon implementation of the Post Employment Health Plan, bargaining unit members covered by this Agreement shall be credited for one hundred percent (100%) of accumulated sick leave up to seven-hundred fifty (750) hours* and fifty percent (50%) of accumulated sick leave above seven-hundred fifty (750) hours at time of severance of service with the Department.*

*NOTE: Any vacation leave time balances that are converted to sick leave under Article 31-Vacation, Section 31.8 shall be added over and above the 750 hour limitations set forth in Section 33.15.

- C. Where a staff level officer has a reasonable belief that a bargaining unit member is under the influence of alcohol on duty, or off-duty, while driving a City vehicle or rented City vehicle, or while covered for portal to portal pay for workers' compensation.

34.2 Random Substance Screening

- A. Throughout each calendar year the City may conduct up to one thousand two hundred and fifty (1,250) random substance screenings on members of the bargaining unit. A bargaining unit member may be randomly selected no more than two (2) times during each calendar year and notified that he/she must report for testing.
- B. Bargaining unit members selected for random substance screening shall report to either a hospital or accredited testing laboratory, as chosen by the City. The hospital or accredited testing laboratory shall include sufficient safeguards to ensure that proper chain of custody procedures is enforced.
- C. The following drugs or classes of drugs and cut off concentration levels shall be applicable for determining whether specimens are negative or positive for the initial or confirmation test. A positive result shall be a concentration in excess of the following:

<u>Initial Test Level (ng/ml)</u>		<u>GC/MS Level (ng/ml)</u>
Marijuana Metabolites	100	15
Cocaine Metabolites	300	150
Opiate Metabolites	300	300
Phencyclidine	25	25

- F.** Any test showing a "positive" result will be confirmed by the GCMS method or other industry standard method before administrative action is commenced, by testing the second portion of the sample tested.
- G.** Pursuant to applicable law, a medical review officer (MRO) shall notify the Bargaining unit members of a positive result. Notice to the bargaining unit member of the test being positive shall be considered to have been served upon the bargaining unit member by the MRO upon oral communication.
- H.** All chemical tests shall be conducted as soon as practical, preferably the same day.
- I.** The F.O.P. will be advised of passed or failed tests to the extent that the releasing of such data is not inconsistent with Federal or State laws regarding the privacy of said test, unless the individual involved does not want the test results released to F.O.P.

34.3 Where a bargaining unit member alleges that an order made under this section is not consistent with the criteria cited herein, he shall comply with the order, and may simultaneously file a protest with the communicator of the order. Disputes arising out of such protests shall be arbitrable under Article 6 of this Agreement.

34.4 Refusal to comply with an order to submit to substance/alcohol screening will constitute grounds for disciplinary action up to and including dismissal. The bargaining unit member refusing to be tested shall be placed on leave without pay pending the final determination.

34.5 Any positive test for a controlled substance which is confirmed by Gas Chromatography/Mass Spectrometry (G.C.M.S.) or better testing shall result in discipline up to

article, will be disciplined and deemed ineligible for the presumption in Section 35.2 that any heart disease or hypertension is a line of duty injury. Violations of the No Tobacco Use policy will be subject to the Article 6 Grievance Procedure only to the extent of a determination of whether the bargaining unit member was using tobacco products and the severity of departmental discipline imposed. In addition to the departmental discipline a guilty determination will subject the bargaining unit member to ineligibility for heart bill coverage, and this ineligibility shall not be grievable or appealable in any forum.

35.5 The parties agree that as the date of ratification of the collective bargaining agreement effective from October 1, 2001 through September 30, 2004, any register announcement for new sworn police personnel shall advise the applicants the City of Miami requires them to maintain their body fat percentages throughout employment at no more than 25% for men and 30% for women on the industry standard scale used by the health facility that provides the annual police physical. Body fat will be measured once a year, at the annual physical. A failure of a body fat test at the annual physical shall render a bargaining unit member ineligible for coverage under this article for at least one (1) calendar year.

35.6 Should a bargaining unit member subject to the body fat requirement become ineligible for "heart bill" coverage under this Article, he/she shall be able to reinstate his/her coverage if a subsequent annual police physical, scheduled by the City, demonstrates he/she has come within the guidelines. A bargaining unit member will not be allowed to substitute any test other than the one annual City physical for eligibility for heart bill coverage under this Article. Under no circumstances will a heart claim which arises during a period of ineligibility be covered, unless the legislature has acted as described above. The denial of coverage for a failure to maintain the body fat percentages as required above and as set out above is not grievable to any forum.

Article 38

RESIDENCY

38.1 It is agreed that while residency is not a condition of employment a candidate that is otherwise equally qualified will be given, at time of hire, preference for employment in order of domicile as follows: (1) City of Miami resident, (2) Miami-Dade County resident, (3) resident outside of Miami-Dade County.

Article 39

PENSION

39.1 Deferred Retirement Option Plan (DROP) - Effective upon ratification of the labor agreement, a DROP Program shall be established. The DROP of the Retirement System shall consist of a Forward DROP and BACDROP.

GENERAL PROVISIONS

A. Eligibility

1. Any bargaining unit member who has reached age fifty (50) with ten (10) years of creditable service, or who has attained a combination of age plus years of creditable service equal to sixty four (64), shall be eligible to participate in the DROP.

B. Election to participate

1. Upon election of participation in the DROP, through forms and procedures as prescribed by the Pension Board of Trustees, a bargaining unit member's creditable service, accrued benefits, and compensation calculation shall be frozen and shall be based on the single highest year preceding participation in the DROP, as the basis of calculating the DROP payment. Upon

participation in the DROP, the participant shall make a selection of the earnings program through forms provided by the board. All interest shall be credited to the participant's DROP account.

F. DROP Benefits Distribution

1. Upon conclusion of a period of participation in the DROP not to exceed the maximum set forth in Section 39.1C, the member shall terminate employment. Upon termination of employment, a member may receive payment from the DROP account in the following manner:
 - a) Lump sum;
 - b) Periodic payments;
 - c) Annuity;
 - d) Rollover of the balance to another qualified retirement plan.
2. A member may defer payment until the latest date authorized by Section 401(a)(9) of the Internal Revenue Code.

G. Disability or Death

1. Disability - A DROP participant shall not be entitled to receive an ordinary or service disability retirement.
2. Death - In the case of the death of a DROP participant, there shall be no accidental death benefit for pension purposes.
3. This article shall not affect any other death or disability benefit's provided to a bargaining unit member under federal law, state law, City ordinance, or this Agreement.

Election of a FORWARD Drop Program precludes participation in a BACDROP Program.

BACDROP

- A. Eligibility: Effective upon ratification of the labor agreement a bargaining unit member may elect to BACDROP to a date no further back than the date of their retirement eligibility date. The BACDROP period must be in twelve (12) month increments, beginning at the start of a pay period, not to exceed twelve (12) months. Participation in the BACDROP does not preclude participation in the FORWARD Drop program.
- B. The benefits for purposes of the BACDROP shall be actuarially calculated to be the equivalent to the benefit earned at the date of retirement. Said calculation shall consist of the present value of benefits, being equal to the actuarially reduced benefit, plus a lump sum with interest, as determined by the Pension Board's actuary. Bargaining unit member contributions shall not be returned for the period of time covered by the BACDROP Program.
- C. Lump Sum: The lump sum as calculated by the Board's actuary shall be based on the assumed investment return of the fund without discount for mortality, and deposited into the newly created DROP account.

39.2 Investment Expenses: Effective as of the actuarial valuation for October 1, 1998, the investment return assumption shall be net of any investment expense assumption.

39.3 Leave Balance Payoff Option: Bargaining unit members electing to retire may select payment of leave balances upon retirement as currently specified under the labor agreement and/or leave payoff practices.

of hire as a police officer will be utilized. Leaves of absence without pay or suspensions of any duration shall not count toward seniority.

40.5 Exceptions to the use of seniority as specified in 40.3 may occur in an emergency or when special knowledge or skills are needed or as determined by the Chief of Police or the Chief's designee.

Article 41

VEHICLE PROGRAM

41.1 In an effort to reduce costs to the City in maintenance, repairs, accidents and liability, the following take-home vehicle program will be implemented:

- A.** All sworn bargaining unit members will be assigned a twenty-four (24) hour vehicle.
- B.** Bargaining unit members may be entitled to a twenty-four (24) hour vehicle after successful completion of the six (6) month FTO program on an experimental basis. The twenty-four (24) hour vehicle may be cancelled at anytime at management's discretion. Entitlement to a twenty-four (24) hour vehicle under this program shall be based on management's discretion and vehicle availability. This experimental program will terminate September 30, 2005 in any event. In the event that this experimental program is terminated, bargaining unit members will receive their take home vehicle once they have fully completed their required probationary period.
- C.** Twenty-four (24)-hour vehicles will only be used for travel to and from the bargaining unit member's home and work or any function within the scope of his/her official duties.

requirements. However, the City will purchase one hundred and fifty (150) vehicles per year unless the seven (7) year replacement schedule requires fewer vehicles to be purchased or the vehicle is no longer in a safe operable condition. Mid-size vehicles may be purchased as replacement vehicles if the vehicle being replaced is not a pursuit vehicle in patrol. In lieu of replacing pursuit vehicles the City may elect to rebuild pursuit vehicles.

K. The F.O.P. agrees that bargaining unit members will be required at their expense to have routine preventative maintenance performed on their assigned City owned vehicle. Those maintenance items that bargaining unit members will be required to have performed on their vehicles shall include the following:

- 1) Check and refill if necessary, power steering fluid, radiator coolant reservoir, transmission fluid, and tire pressure.
- 2) Wiper blade inspection.
- 3) Lubricate chassis, hood, and door hinges.
- 4) Oil and oil filter change, (API Service SF/CC RPMHD -10 W-30 energy conserving or 30-40 W).

(Motorcycle preventive maintenance shall include change of oil, change of all fluids, and lubrication of chassis).

Such preventive maintenance shall be performed every five thousand (5,000) miles (preventive maintenance for motorcycles shall be performed every four thousand (4,000) miles and K-9 vehicles every five thousand (5,000) miles) by an ASC certified vehicle maintenance center located within the City of Miami.

42.2 Any full-time sworn, permanent bargaining unit member shall be eligible to participate in the Tuition Reimbursement Program. Tuition reimbursement provided under this Article shall not be subject to budgetary constraints.

42.3 All course work must be taken at or from an accredited college, university or educational institution approved by the City Manager or the Labor Relations/Deputy Director, Department of Employee Relations. Course work taken under provisions of this Article must be directly related to the bargaining unit member's job duties. Class attendance will be on the bargaining unit member's own time unless otherwise noted in the course announcement and authorized by the City Manager or the Labor Relations/Deputy Director, Department of Employee Relations.

42.4 Effective upon ratification of the labor agreement reimbursement will be limited to straight tuition costs up to a maximum of one thousand dollars (\$1,000) per calendar year. Books, incidental fees, and other costs related to the course work will not be reimbursed by the City.

42.5 To be eligible for reimbursement, the bargaining unit member must successfully complete the course work and provide evidence of successful completion to the City. Successful completion must be evidenced by a grade of "C" or better.

42.6 Procedures for reimbursement will be as follows:

- A.** The bargaining unit member must obtain three (3) copies of the Application for Tuition Reimbursement form for each course from his department or the Employee Relations Department.

Article 43

POST EMPLOYMENT HEALTH PLAN

43.1 The parties agree that the union will explore the possibility of establishing the Fraternal Order of Police, Lodge #20, Post Employment Health Plan ("PEHP"), consistent with current IRS Rules and Regulations.

43.2 Eligibility for membership, taxability, funding and administration of the PEHP, will be as outlined in the PEHP Document. Prior to establishment of the PEHP, the parties agree to modify the existing Leave Balance Transfer Agreement between the IAFF, FOP and City of Miami to allow for the transfer of sick leave to the PEHP.

43.3 The PEHP will establish individual accounts for each member in the PEHP.

43.4 Effective upon creation of the PEHP, or as soon thereafter as possible, it is the intent of the parties that upon severance of service from the Department all members will have their sick leave balances calculated at their rate of pay at time of severance and transferred to their PEHP accounts.

43.5 The parties agree that any losses, charges or expenses incurred by the participant in the PEHP will be borne by the participant and shall not be made up by the City of Miami, the F.O.P. or the PEHP.

Article 44

TERM OF AGREEMENT

44.1 After a majority vote of those bargaining unit members voting on the question of ratification and thereafter upon its ratification by an official resolution of the City Commission ratifying the Agreement and authorizing the City Manager to sign the Agreement on behalf of the City, then, the Agreement, upon being signed by the appropriate F.O.P. representatives and

44.6 If any provision of this Collective Bargaining Agreement is in conflict with any law, ordinance or resolution over which the City Manager has no amendatory power, the City Manager shall submit to the City Commission a proposed amendment to such law, ordinance or resolution. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the Collective Bargaining Agreement shall not become effective. The City Administration shall expedite such proposed amendments to the City Commission.

44.7 If a Constitutional Amendment is adopted which reduces the City's ability to acquire revenue and causes the City Manager to deem necessary the under funding of this Agreement, the parties shall promptly reopen negotiations on wages and monetary fringe benefits.

Agreed to this ____ day of _____, 2005 by and between the respective parties through an authorized representative or representatives of the F.O.P. and by the City Manager.

ATTEST:

**FRATERNAL ORDER OF POLICE
WALTER E. HEADLEY, JR.
MIAMI LODGE NO. 20**

ATTEST:

**ON THE PART OF THE CITY OF MIAMI,
MIAMI, FLORIDA**

Appendix "A"

Effective October 1, 2004

Job Codes/ Range	Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	1st Long Year 10	2nd Long Year 15	3rd Long Year 16	4th Long Year 20	5th Long Year 21	6th Long Year 22
#5005 Range 24C	Police Officer	\$37,817	\$39,746	\$41,821	\$43,866	\$46,058	\$48,308	\$50,764	\$53,248	\$55,995	\$57,395	\$60,265	\$63,278	\$64,860
#5006 Range 02C	Police Officer Motor	\$38,444	\$40,373	\$42,448	\$44,494	\$46,685	\$48,935	\$51,391	\$53,875	\$56,622	\$58,022	\$60,892	\$63,905	\$65,487
#5011 Range 27C	Police Sergeant	\$43,866	\$46,058	\$48,308	\$50,764	\$53,248	\$55,995	\$58,713	\$61,665	\$64,792	\$66,412	\$69,732	\$73,219	\$75,049
#5014 Range 03C	Police Sergeant Motor	\$44,494	\$46,685	\$48,935	\$51,391	\$53,875	\$56,622	\$59,340	\$62,292	\$65,419	\$67,039	\$70,359	\$73,846	\$75,676
#5012 Range 30C	Police Lieutenant	\$50,764	\$53,248	\$55,995	\$58,713	\$61,665	\$64,792	\$68,065	\$71,367	\$74,991	\$76,866	\$80,709	\$84,745	\$86,863
#5015 Range 04C	Police Lieutenant Motor	\$51,391	\$53,875	\$56,622	\$59,340	\$62,292	\$65,419	\$68,692	\$71,995	\$75,618	\$77,493	\$81,336	\$85,372	\$87,491
#5013 Range 33C	Police Captain	\$58,713	\$61,665	\$64,792	\$68,065	\$71,367	\$74,991	\$78,820	\$82,765	\$86,827	\$88,998	\$93,448	\$98,120	\$100,574
Salary	*Police Recruit	\$35,926												

*(Entry level Police Recruits will be paid 5% less than step 1 of the Police Officer for the first six (6) months).

The salaries listed represent an approximation. The salary schedule issued by Employee Relations Department is the official City salary document.