

AGREEMENT
BETWEEN
CITY OF MIAMI, MIAMI, FLORIDA
AND
FRATERNAL ORDER OF POLICE,
WALTER E. HEADLEY, JR., MIAMI LODGE NO. 20
OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2023

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AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2021 by the CITY OF MIAMI, FLORIDA, a municipal corporation, hereinafter referred to as the "City," and the FRATERNAL ORDER OF POLICE, WALTER E. HEADLEY, JR., MIAMI LODGE NO. 20, hereinafter referred to as the "F.O.P.," an organization representing certain sworn police employees of the City of Miami's Police Department.

PREAMBLE

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire Agreement of the parties with respect to matters within the scope of negotiations;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Article 1

RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of the Florida Public Employees Collective Bargaining Law, Chapter 447, Florida Statutes, management recognizes the F.O.P. as the exclusive collective bargaining representative for those employees in the defined bargaining unit for the purpose of collective bargaining with respect to wages, hours, and other terms and conditions of employment, including Detention Officers per PERC Order Clarifying Certification #219 dated July 15, 2008.

1.2 The bargaining unit consists of all sworn employees (hereafter referred to as “bargaining unit member(s)”) currently (on or after the date of ratification) holding positions in the classifications shown below which may hereafter be added to, reduced or changed as hereinafter provided, and excludes all other employees not specifically shown below in Section 1.4. Changes in the bargaining unit shall only be made upon 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 Human Resources Department is the official City salary document.

1.4 Bargaining Unit Classifications.

<u>Class Code Number</u>	<u>Class Title</u>
5005	Officer
5011	Sergeant
5012	Lieutenant
5013	Captain
5080	Detention Officers

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.

2.2 For the purpose of this Agreement, reference(s) to the Chief of Police shall include his/her designee.

Article 3

REPRESENTATION OF THE F.O.P.

3.1 The F.O.P. shall be represented by the President of the F.O.P. or by person or persons designated in writing to the City Manager or designee or the Director of Human Resources by the President of the F.O.P. The identification of representatives shall be made each year by April 1st. Such designation shall be accompanied by an affidavit executed by said President that the F.O.P. has complied with all requirements of State Law in effect at that time with respect to registration of the F.O.P. The President of the F.O.P., or person or persons designated by said President, shall have full authority to conclude an Agreement on behalf of the F.O.P., subject to ratification by a majority vote of those bargaining unit members voting on the question of ratification. It is understood that the F.O.P. representative or representatives are the official representatives of the F.O.P. for negotiating with the City. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the F.O.P., shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the F.O.P. The F.O.P. shall notify the City Manager in writing of any changes in the designation of the President of the F.O.P. or of any certified representative of the F.O.P. Up to five (5) designated representatives of the F.O.P. shall be permitted to attend the negotiation sessions on duty with no loss of pay or emoluments. Two (2) of the representatives shall be compensated by the City and their shifts and/or days off shall be adjusted to accommodate the negotiation process. The other three (3) shall be compensated by the Time Pool consistent with the provisions of Article 26. The seven 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.

3.3 Bargaining Unit members shall obtain authority from his/her supervisor in order to meet with the Union President or designee during that member's working time.

Article 4

MANAGEMENT RIGHTS

4.1 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 and authority not abridged, delegated or modified by the express provisions of this Agreement or in any Memorandum of Understanding(s) (MOU) that is incorporated in this agreement and attached hereto or referred to herein, in addition to any MOU entered into during the term of this agreement. The F.O.P. and the City retain the right to bring forth additional MOUs which were entered into by both parties and incorporate them as part of the agreement after notification of the respective party (F.O.P./City Manager or designee) who will confirm the authenticity of the MOUs. Otherwise, any changes of terms and conditions of employment shall not be recognized. Any future MOUs that amends the collective bargaining agreement shall be subject to Florida Statute, Chapter 447, Part II. The parties agree to a sunset provision that begins at the ratification of this labor agreement wherein any MOU that is not included with the labor agreement prior to the expiration of this agreement will be considered null and void.

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, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule bargaining unit members; 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 permanently or temporarily layoff, furlough or otherwise 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 positions; to change or eliminate existing methods of operation, equipment or facilities; to establish, implement and maintain an effective internal security program, and to establish rules, regulations and rules of conduct.

4.2 Sworn police will be promoted to civil service ranks based upon the rule of one, except promotions may be denied or delayed for cause. The following is declared to be cause for denying or delaying a promotion:

A bargaining unit member who at the time of the promotion is under investigation for unlawful or unethical acts by any law enforcement agency or the City's Police Internal Affairs Unit. If a bargaining unit member has a promotion delayed for cause and is later cleared, he/she shall be promoted retroactive as if the event had not occurred.

4.3 The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission.

4.4 Those inherent managerial functions, prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the Grievance Procedure contained in this Agreement.

4.5 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. This provision will in no way alter or diminish the rights afforded by Article 23, Prevailing Benefits.

4.6 The City retains the right to establish, and from time to time to amend, rules and regulations not in conflict with this Agreement.

Article 5

NO STRIKE

5.1 "Strike" means the concerted failure to report for duty, the concerted absence of bargaining unit members from their positions, the concerted stoppage of work, the concerted 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.

Article 6

GRIEVANCE PROCEDURE

6.1 In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement.

6.2 A grievance is any dispute, controversy or difference between (a) the parties, (b) the City and a bargaining unit member or bargaining unit members on any issues with respect to, on account of or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated. Any grievance not conforming to the provisions of this paragraph or that contains non-identification of specific violations of the agreement shall be denied and not eligible to advance through the steps of the Grievance Procedure including arbitration.

6.3 Nothing in this Article or elsewhere in this Agreement shall be construed to permit the F.O.P. to process a grievance (a) on behalf of any bargaining unit member without his consent, or (b) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual bargaining unit member or group of bargaining unit members, or by the F.O.P.

6.4 It is further agreed by the F.O.P. that bargaining unit members covered by this Agreement shall make an exclusive Election of Remedy prior to filing a 2nd step grievance or initiating action for redress in any other forum. Such choice of remedy will be made in writing on the Election of Remedy form to be available at the Department of Human Resources, 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. For grievances that apply to a number of bargaining union members having the same issue to be decided, as referenced above, the Union will make a good faith effort to identify the aggrieved bargaining unit members either by name or by definition. The Union and the City will make a good faith effort to resolve any disputes regarding the identification of the class prior to commencing with the Step 3 hearing. The Union will be permitted to amend its identification (either by name or by definition) of the aggrieved bargaining members in the class up to thirty (30) days prior to the date of the arbitration hearing. 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.

6.6 Only a bargaining unit member who has permanent Civil Service status as a sworn Police Officer in the Miami Police Department may appeal a suspension, demotion, or dismissal through the grievance procedure contained in this Agreement or in accordance with the appeal procedure of the Civil Service Rules, but not both. Such grievances shall be filed at Step 3 within the time limits set forth for Step 1.

6.7 Disputes involving the granting of workers' compensation shall not be subject to this grievance procedure, but disputes involving the granting of supplemental disability pay shall be grievable.

6.8 Grievances shall be processed in accordance with the following procedure:

Step 1.

The aggrieved bargaining unit member shall discuss the grievance with his immediate supervisor within ten (10) working days of the occurrence which gave rise to the grievance. The F.O.P. representative may be present to represent the bargaining unit member if the bargaining unit member desires him present. The immediate supervisor shall attempt to adjust the matter and/or respond to the bargaining unit member within seven (7) working days. Such discussion shall be confirmed in writing.

Step 2.

If the grievance has not been satisfactorily resolved at Step 1, the bargaining unit member or the Employee Organization representative shall complete the Election of Remedy form provided for in Section 6.4 of this Article before initiating the grievance to the second step of the Grievance Procedure. If the aggrieved party or parties elect the remedy other than the Grievance Procedure contained herein, the grievance shall be withdrawn for redress consistent with the Election of Remedy form.

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 seven (7) 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 ten (10) 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 and the Director of Human Resources, or their designee, within ten (10) working days from the time the response was given at Step 2. The City Manager and/or the Human Resources Director or designee, shall hold a grievance hearing with the bargaining unit member and/or the F.O.P. representative. The City Manager and/or the Human Resources Director, or designee, shall respond in writing to the bargaining unit member and the F.O.P. within ten (10) working days from the date of hearing.

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 ten (10) working days after receipt of reply or answer be referred to arbitration.
2. The arbitration shall be conducted under the rules set forth in this Agreement and not under the rules of the American Arbitration Association, unless mutually agreed to by the parties. Subject to the following, the Arbitrator shall have jurisdiction and authority to decide a grievance as defined in this Agreement. 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 any amendment hereto. 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, or which is not covered by this Agreement; nor shall this Collective Bargaining Agreement be construed by the Arbitrator to supersede any applicable laws. No Arbitrator shall have jurisdiction to arbitrate any dispute arising under the terms of any executed settlement agreement between the City and the Union or between the City and any bargaining unit member(s) entered into after ratification of this Agreement, unless otherwise mutually agreed to by the Parties. The Parties to this Agreement agree that the terms of any executed settlement agreement shall control the forum in which that particular settlement agreement may be enforced.

3. It is contemplated that the City and the F.O.P. or bargaining unit member shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing; and if this is done, the Arbitrator shall confine his decision to the particular matter thus specified.
4. Each party shall bear the expense of its own witnesses and of its own representatives. The F.O.P. and the City shall bear equally the expense of the impartial Arbitrator, including any retainer fee of the Arbitrator. Should any individual bargaining unit member bring a grievance under this Article, he/she shall be required to post a bond of an estimated one-half ($1/2$) of the expenses of the hearing with the arbitrator before the hearing may be scheduled. The party desiring a transcript of the hearing will bear the cost of same.
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.

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, or the City of Miami Departmental Orders, on the same subject, the provisions of the Labor Contract will take precedence. The remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion(s).

Article 8

DISCIPLINARY PROCEDURE

8.1 Whenever a bargaining unit member (for purposes of this Article, the terms “bargaining unit member” and “law enforcement officer” shall be used interchangeably) is under investigation and subject to interrogation by members of the City of Miami Police Department for any reason that could lead to disciplinary action, suspension, demotion, or dismissal, such interrogation must be conducted under the following conditions:

- A.** The interrogation shall be conducted at a reasonable hour, preferably while the bargaining unit member is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the bargaining unit member is off duty at the time of the interrogation, the bargaining unit member shall be entitled to overtime.
- B.** The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred, as designated by the investigation officer or agency.
- C.** The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by or through one interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.
- D.** The bargaining unit member under investigation shall be informed of the nature of the investigation before any interrogation begins, and he or she must be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer.

The complaint, all witness statements, including all other existing subject officer statements, and all other existing evidence, including, but not limited to, incident reports, GPS locator information, and audio or video recordings relating to the incident under investigation must be provided to each officer who is the subject of the complaint before the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provisions of this paragraph and provide a voluntary statement at any time.

- E.** Interrogating sessions 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 under investigation may not be subjected to abusive or offensive language or be threatened with transfer, dismissal or other disciplinary actions. No promise, or reward or threat of action shall be made as an inducement to answering any question.
- G.** The formal interrogation of a law enforcement officer, including all recess periods, must be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.
- H.** The bargaining unit member shall not be obligated to give a second statement concerning the same facts elicited in an original interrogation. This will not preclude an investigator from asking questions at a later time that were not covered by the first statement. The bargaining unit member's interrogation will take place after all other witness statements have been taken, unless a situation occurs such as;

- 1) After documented and concerted efforts to locate said witness a witness is thought to be permanently unavailable,
- 2) The necessity for taking other witness statements becomes apparent after the interrogation of the bargaining unit member who is the subject of the investigation, or
- 3) A supervisor in the normal course of case review makes a determination that the case must be returned to the investigator for additional witness interviews.

Should this occur, the bargaining unit member who is the subject of the interrogation shall have the opportunity to present rebuttal evidence.

- I. No mechanical device, including, but not limited to, polygraph, or psychological stress evaluator, etc., shall be forced onto a bargaining unit member nor shall disciplinary action be taken against a bargaining unit member who refuses to submit to such testing. However, a bargaining unit member may request such a test.
- 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 has the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during the interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.
- L. When an attorney or bargaining unit member representative is requested, the bargaining unit member shall be given a reasonable period of time to obtain representation. 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.

8.2. 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.

8.3 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.

Article 9

LINE OF DUTY INJURIES

9.1 The City agrees to pay all medical and hospitalization expenses as provided by Florida Statute approved by the City and incurred by a bargaining unit member covered by this Agreement who is found to have sustained a compensable line-of-duty injury provided the bargaining unit member and/or supervisor gives notice to Risk Management, or Third Party Administrator as provided for by the Workers' Compensation Laws of the State of Florida. If the bargaining unit member fails to provide the required notice, he/she will waive any supplemental benefits over and above what is provided for by the workers' compensation laws. However, the parties agree to establish a Police Labor/Management Committee to establish policies and to determine how to provide medical treatment and equipment, etc. medically equivalent to that prescribed, by the most efficient and cost effective means to curtail excessive medical costs for accepted claims in the following areas:

Health Club and Country Club memberships

Capital improvements on the home

Transportation

Medical equipment for home use

The Police Management Committee shall consist of one member appointed by the FOP President, one member appointed by the Chief of Police, and one member selected by these two individuals. An individual appointed by the Director of Risk Management will serve as a technical advisor and liaison with the medical community.

Any additional medical and hospitalization requested outside the provisions of Chapter 440, Florida Statutes, will be considered on a case-by-case basis at the sole discretion of the City. The decision to provide additional benefits will be based on: 1) whether the treatment is deemed reasonable and medically necessary by a peer review physician of the City's choosing; 2) whether there is unrefuted evidence that shows the same or equivalent treatment cannot be provided by a

health care provider at Florida's Medical and Surgical fee schedule within fifty (50) miles of the claimant's residence.

9.2 Effective as soon as administratively feasible after ratification, the parties agree the City will pay the state mandated workers' compensation indemnity payments to eligible bargaining unit members as a check separate from any other salary to which a bargaining unit member may 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 Workers' Compensation Indemnity Benefits

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 workers' compensation indemnity benefits, subject to the following conditions.

To the extent required by and subject to the limitations specified in Chapter 440 of the Florida Statutes, the City shall provide workers' compensation indemnity benefits to injured employees.

9.4 Supplemental Salary

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, as provided by Resolution No. 39802. This check will include those indemnity payments provided for under Workers' Compensation Law. It is agreed by the parties that the combination of supplemental and worker's compensation pay shall not exceed nor be less than one hundred percent (100%) of the bargaining unit member's weekly net base pay (excluding overtime and any pay supplements not included in the bargaining unit member's base salary) prior to the line of duty injury, accident, or occupational disease.

Supplementary salary shall only be granted for a period of one hundred and fifty (150) consecutive days from the date of injury.. Said supplementary salary may be extended up to an additional sixty (60) consecutive days for serious injuries upon approval of the City Manager or his/her designee. The one hundred fifty (150) days begin when the bargaining unit member is actually placed on "D". While the bargaining unit member is on "D", such time will be calculated consecutively including days off. If the bargaining unit member is removed from "D", the non "D" time will not apply to the one hundred fifty (150) day period.

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 Totality Disabled (PTD), as determined by a City approved attending physician, from the further performance of the duties of his/her classified position then at the end of one hundred four (104) weeks of disability, he/she is

considered to have reached statutory maximum medical improvement and is required to petition the retirement board for retirement, otherwise he/she must:

- Request for a ninety (90) day unpaid leave of absence under the Family Medical Leave Act (FMLA);
- Apply for another City position;
- Resign;
- Be dismissed by Department Action

The supplementary salary of the difference of 2/3 "D" as described above shall continue until the F.I.P.O. board concludes the hearing with a final determination. For purposes of this article, in the event of a mental impairment shall be deemed disabled if permanently and totally unable to engage in any useful and efficient service within the City. Members able to engage in any useful and efficient service within the City will not have their pay and benefits reduced during such alternate assignment.

A granted FMLA request will postpone any further action for the period taken up to its statutory limitation. If the bargaining unit member has petitioned the retirement board for retirement, the bargaining unit member will remain on their current status until the retirement board has finally granted or denied the retirement.

If during the time of up to one hundred four (104) weeks of disability, it is determined by the City or the bargaining unit member's City approved attending physician that the member is not PTD nor full duty with reasonable accommodations, the bargaining unit member may request to be allowed to work on a temporary basis. The request shall be made in writing and directed to the City Manager or designee. Granting this request is based upon the medical restrictions placed by his/her City approved attending physician and available assignments.

The Department at its discretion may maintain up to a total of twenty (20) temporary non-binding assignments for the sole purpose of mitigating an undue hardship on the bargaining unit member injured in the line of duty. These temporary positions will be filled by members, according

to sworn classification, on a first-in first-out basis upon completion of FIPO's Final Determination Hearing. Once the 20 positions are filled, the next bargaining unit member to be classified in this status in the respective category will bump out the bargaining unit member who has been occupying the position the longest. A bargaining unit member who is "bumped" out must:

- Request for a ninety (90) day unpaid leave of absence under the FMLA;
- Apply for another City position;
- Resign;
- Be dismissed by Departmental action

A granted FMLA request will postpone any further action for the period taken up to its statutory limitation.

Any bargaining unit member placed on "Limited Duty" status prior to January 1, 2007 and presently working in assignment shall be allowed to remain working in a limited duty capacity until the bargaining unit member's employment terminates or the bargaining unit member retires. However, if at any time the bargaining unit member returns to a disabled status, he/she will not be permitted to return to a limited duty status. He/she may only be allowed to return to work if full duty.

Upon assuming a disabled status, the bargaining unit member may continue receiving benefits as stated in the above paragraph until the time limitations and or permitted benefits have been exhausted. Afterwards, the member must:

- Request for a ninety (90) day unpaid leave of absence under the FMLA;
- Apply for another City position;
- Resign;
- Be dismissed by Departmental action

A granted FMLA request will postpone any further action for the period taken up to its statutory limitation.

Bargaining unit members that have been grandfathered are not considered part of the twenty (20) temporary positions described above.

9.6 At any time during his/her absence from duty claimed to be the result of a line of duty injury while the 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 Deductions on Workers' Compensation Payments Plus Supplementary Salary

In the event the line of duty injury entitles the bargaining unit member to a workers' compensation benefit and a supplementary benefit, the bargaining unit member shall authorize the City to combine the two (2) payments and additionally authorize that the City continue to make regular payroll deductions as follows:

1. First Level: Federal and State mandated deductions (for example, Medicare, social security, withholding, and child support or garnishments).
2. Second Level: Pension contributions (the amount of the pension contribution shall be based on earnable compensation as defined by Miami Code Section 40-191), medical and life insurance contributions.
3. Third Level: A weekly amount of eighty eight dollars and ninety five cents (\$88.95) (one hundred and seventy seven dollars and ninety cents (\$177.90) bi-weekly) deducted from supplementary salary while on workers' compensation. Should the bargaining unit member receive supplementary and workers' compensation pay for less than a week, the eighty eight dollars and ninety five cents (\$88.95) weekly deduction shall be prorated as appropriate for the days the bargaining unit member was on workers' compensation.

4. All others voluntary deductions: The City is not obligated to make deductions to pay for providers or creditors if the workers' compensation benefits plus the supplementary salary does not cover the amount of the deduction. Any and all deductions after Level #1 will be made on the bargaining unit member's behalf to the extent that sufficient funds are available. If there are not sufficient funds available, the bargaining unit member will be responsible for making those payments directly to those providers and creditors who would have otherwise been paid through the payroll deduction process.

5. Without written consent for those deductions outlined above, the City will not make any regular salary deductions other than those mandated by law and the bargaining unit member will be responsible for all regular deductions including but not limited to pension contributions, medical and life insurance benefits.

No supplementary salary will be paid to anyone injured while performing an act intended to injure or hurt one's self or another.

9.8 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 with driving under the influence in violation of the provisions of Chapter 316 of the Florida Statutes entitled "State Uniform Traffic Control."

Article 10

NOTICES

10.1 The City agrees to provide in a timely fashion to the F.O.P. President or designee the following notices or bulletins: City Commission Agenda, Civilian Investigative Panel Agenda, and Civil Service Board Agenda, Supervisors report of injury within one week of the incident being reported or any other material which the City Manager or the Director of the Department of Human Resources determines would affect the terms and conditions of employment of the bargaining unit members of the F.O.P. The F.O.P. President may, within reason, request other materials, which would affect the terms and conditions of employment of the bargaining unit members of the F.O.P., excluding exempt materials under the Public Records Act.

10.2 Such notices and bulletins will be delivered to the F.O.P., or may be picked up at the Department of Human Resources, Division of Labor Relations during normal working hours.

Article 11

BULLETIN BOARDS

11.1 The City will on the home page of the Miami Police Intranet site place a link to the F.O.P. Website. The FOP website currently is www.fopmiami.com. The link will be clearly visible and easily accessible to all bargaining unit members. Should the website change, the City will make the change upon notice from the F.O.P. President. The F.O.P. will also be permitted to send electronic notices to its member on the City E-Mail system upon approval of the Chief, whose decision is not subject to the grievance procedure.

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 present witnesses, 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 action by a board composed of five (5) members of the Department, two (2) members selected by the Department Head and three (3) members selected by the bargaining unit member from a standing list.

12.2 Written disciplinary actions that result in loss of time not in excess of two (2) tours of duty may be reviewed by the Chairperson of the Departmental Disciplinary Review Board if the disciplined bargaining unit member requests a review within ten (10) working days, excluding

holidays, of the incident that gave rise to the disciplinary action. Upon receipt of the Chairperson's decision, the disciplined bargaining unit member upon appeal within ten (10) working days, excluding holidays, shall be afforded a Departmental Disciplinary Review Board Hearing.

If the bargaining unit member is charged with a forfeiture of time such forfeiture shall first be deducted from Compensatory leave followed by Vacation leave.

Exceptions to the above will be as follows:

- a. If a bargaining unit member refuses to undergo controlled substance testing, the member shall be on no pay status pending termination.

12.3 Since the Departmental Disciplinary Review is at the request of, and for the benefit of, the bargaining unit member, no paid overtime or compensatory time will be given for attendance before the Board; however, a change of work hours shall be scheduled, if possible, so that the bargaining unit member will be working during the hours that the Board is convened.

12.4 It is agreed that the convening of the Departmental Disciplinary Review Board shall be effectuated as expeditiously as possible following the written request of the accused bargaining unit member. Should an accused bargaining unit member facing termination request to continue a hearing or delay it's convening, then it is agreed that the bargaining unit member shall waive 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 scheduled tour of duty shall be paid at their overtime rate, consistent with Article 15 - Overtime/Compensatory Time for the time period starting from the end of the bargaining unit member's work shift to the end of court or any other proceeding arising out of the course of his/her official duties proceeding or for one (1) hour, whichever is greater.

13.6 A bargaining unit member who is required to attend court or any other official proceeding arising out of the course of his/her official duties for a period which is greater than one (1) hour and less than or equal to three (3) hours and one minute after the scheduled end of his/her tour of duty, shall be paid at his overtime rate pursuant to Article 15, Overtime/Compensatory Time, for either the

three (3) hour minimum or for the number of hours elapsed from the scheduled end of his/her tour of duty to the end of the court proceedings, whichever is greater.

13.7 Bargaining unit members who are on authorized disability or sick leave, and are obligated to have a physical prior to reporting for work, shall not receive call-in or overtime pay.

Article 14

TRANSFERS

14.1 It shall be the sole right of the Chief of Police to transfer bargaining unit members, in specialized units for disciplinary reasons provided however, that the bargaining unit member may appeal such a transfer under the grievance procedure set forth in Article 6 of this agreement. Bargaining unit members shall be notified six (6) calendar days prior to transfer, except when, the nature of a particular situation requires an immediate but temporary reassignment, or an employee returns to work on a limited/light duty status and the bargaining unit member's physical limitations preclude the bargaining unit member from being assigned to his/her previous assignment.

14.2 A transfer means a change for more than five (5) consecutive working days, a change in hours, or a change in days off. Specifically excluded from the six (6) day notification requirement 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, Art Basel), civil disturbances, acts of God, and other emergency situations as determined by the Chief of Police. The six (6) days' notice shall be waived upon consent of the bargaining unit member.

Article 15

OVERTIME/COMPENSATORY TIME

15.1 For the term of this Agreement bargaining unit members shall be paid one and one half (1½) 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 members are encouraged to request compensatory leave far in advance as possible. Request for compensatory time must be made ten (10) days prior to the requested day(s). A maximum of forty (40) compensatory time hours per month shall be authorized to be utilized when minimum staffing cannot be maintained as determined by the Chief of Police or designee. A maximum of ten (10) compensatory time hours shall be authorized to be utilized on Friday, Saturday, or Sunday when minimum staffing cannot be maintained as determined by the Chief of Police or designee. Compensatory time shall not be utilized in conjunction with vacation or training when minimum staffing cannot be maintained as determined by the Chief of Police or designee. If a request is made within twenty-four (24) hours, the request for approval will rest with the commanding officer. When minimum staffing cannot be maintained as

determined by the Chief of Police or designee, then compensatory time shall not be utilized during the holidays listed in Article 20 – Holidays, or during special events e.g., Halloween, Super Bowl, etc., when major deployment of personnel is required. Requests submitted within ten (10) days prior to the requested day(s), may be granted at the sole discretion of management pursuant to minimum staffing. When a bargaining unit member takes compensatory time off, the hours in his bank shall be appropriately reduced by such time off. If a bargaining unit member leaves the service of the City and cashes in his bank, the hours therein shall be valued on the basis of the rate of pay earned by the bargaining unit member during the last pay period.

15.5 In the event, a state of emergency is declared due to an act of God, and the City Manager grants emergency leave, such leave shall not be included in determining eligibility for overtime. The bargaining unit member utilizing such leave shall be paid straight time for those hours worked in excess of their normal work day or in excess of their normal work week equal to the number of hours taken as emergency leave, before overtime shall apply.

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 at the rank of Detention Officer 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 implementing a 4-10 Work Schedule in those divisions deemed necessary by the chief on a temporary or emergency basis not to exceed thirty (30) working days. Such temporary or emergency 4-10 Work Schedule shall not preclude Management ending such assignments when Management determines the 4-10 Work Schedule is no longer necessary.

Article 17

STANDBY

17.1 Standby assignments issued by the City of Miami Police Department for reasons other than assignments connected with a court appearance shall be compensated at the rate of time and one-half of the bargaining unit member's normal rate of pay with a minimum of three (3) hours.

17.2 Standby is defined as receiving instructions from authorized personnel to remain at a specific location for a stated period of time.

Article 18

WAGES

18.1 For the duration of the Agreement bargaining unit members not at their maximum step will be eligible for step increases on their anniversary date. Effective the first full pay period following October 1, 2021, bargaining unit members will receive a three percent (3%) across the board increase to their base wages. Effective October 1, 2022, bargaining unit members will receive a two percent (2%) across the board increase to their base wages.

18.2 Any bargaining unit member hired on or after the effective date of this agreement, and any existing bargaining unit member hired prior to the effective date of this agreement who did not already receive the FDLE certification bonus shall receive a one-time FDLE certification bonus of one thousand six hundred forty eight dollars (\$1,648) upon completion of probation, regardless when his/her probation is completed. The FDLE certification bonus shall not be included in pension calculations of average earnings.

18.3 All new hires in the classification of Police Recruit shall be paid five percent (5%) per month less than Step 1 of the salary range of the classification of Police Officer until the recruit graduates from the police academy and passes the state certification exam at which time such bargaining unit member shall be eligible to be paid at Step 1 of the salary range. 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 or unless provided otherwise in this article.

Bargaining unit members hired directly as certified Police Officers with prior law enforcement experience from the City of Miami, not including corrections, who are not required to attend the academy, shall be placed at the pay steps in Appendix A commensurate with their years of prior law enforcement experience at the City not to exceed step 4.

Newly hired bargaining unit members shall complete six (6) months of satisfactory performance in the Field Training Officer (F.T.O.) program, which includes four (4) months riding

with a field training officer and two (2) months riding solo, and further complete 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.

18.4 Upon retirement (all kinds, including vesting), bargaining unit members shall receive a retroactive salary increase of five percent (5%) for the bargaining unit member's last or highest one (1) year's salary.

The five percent (5%) salary increase shall be reflected in the hourly pay rate for the purpose of calculating leave balance payoffs. The five percent (5%) salary increase shall not be applicable to overtime.

18.5 Any City of Miami employee, unless a former City of Miami police bargaining unit member as specified in 18.6, who transfers or is hired as a police officer into the City of Miami Police Department as a uniformed bargaining unit member shall be placed at a step in accordance with Appendix A, and serve a probationary period as specified in Section 18.3 above.

18.6 Former police bargaining unit members who left the employment of the City of Miami Police Department under honorable conditions, as determined by the Chief of Police in his/her sole discretion, and who were approved by the Chief of Police, shall be placed on a reemployment list provided the former bargaining unit member is a State certified police officer. The reemployment list shall be considered separate from the eligibility list for new hires.

Those on the rehire list may be hired by the Chief of Police at his/her sole discretion, as openings occur without regard to the eligibility list for new hires. In addition the following shall apply:

- A.** Eligibility shall be limited to three (3) years following the effective date of resignation.

- B.** Under conditions set forth above, any former permanent City of Miami police officer who is reemployed, as a City of Miami police officer will 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 further complete six (6) months in full-duty status with satisfactory performance. The period of probationary service for such employees shall be determined by the Chief of Police in his/her sole discretion, but shall not be less than twelve (12) months nor more than eighteen (18) months, unless extended by the department.

18.7 Effective the first full pay period following October 1, 2021, bargaining unit members currently and actively working (not relieved of duty for any reason) in the below listed assignments, shall receive a five percent (5%) pay supplement (to be prorated and paid on a bi-weekly basis) on their base rate of pay. Captains of the below listed assignments are not eligible for this pay supplement.

- A.** Neighborhood Resource Officer
- B.** Mounted Unit/Motors/K-9
- C.** "Police Officers (Investigators) and Sergeants (Investigators) assigned to the Office of the Chief, Investigations Division, Internal Affairs Division, Recruitment and Selection Unit, and Traffic Homicide who predominantly perform the duties of investigating cases as determined by the Chief of Police will receive the annualized pay supplement. The annualized pay supplement will only be paid to bargaining unit members assigned to non-administrative positions and either investigate or supervise the investigation of cases.

1. Qualifications

- (a) Not less than fifteen (15) consecutive years of service as a sworn police officer or sergeant in the department.
- (b) Currently assigned, and no less than previous two (2) consecutive years assigned as a police officer (investigator) or sergeant (investigator).
- (c) No evaluation below satisfactory.
- (d) No sustained IA investigations with a reprimand as discipline within the past two (2) years.

2. Under the below listed circumstances, bargaining unit members receiving Police Officer (Investigator) or Sergeant (Investigator) pay shall forfeit such pay when:

- (a) Transferred out of the position of Police Officer (Investigator) or Sergeant (Investigator),
- (b) Promoted,
- (c) Relieved of duty or administratively reassigned (temporary loss during period).

3. Application for Police Officer (Investigator) or Sergeant (Investigator) supplementary pay, shall be the responsibility of the bargaining unit member and shall be made via a red-line memorandum submitted through channels to the chairperson of the Police Officer (Investigator) and Sergeant (Investigator) Committee.

4. Police Officer (Investigator) and Sergeant (Investigator) pay committee shall be comprised of one F.O.P. representative, one Department representative assigned to the Investigations Division, 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 Police Officer (Investigator) and Sergeant (Investigator) pays. The committee shall establish its own rules and procedures.

- D.** Certified Underwater Recovery Specialist Diver Assigned to the Marine Patrol Unit.
- E.** Effective the first full pay period following October 1, 2021, bargaining unit members and supervisors active or managing the Bomb Squad will receive a ten percent (10%) pay supplement (to be prorated and paid on a bi-weekly basis) on their base rate of pay.
- F.** Effective the first full pay period following October 1, 2021, bargaining unit members and supervisors active or managing the S.W.A.T. will receive a five percent (5%) pay supplement (to be prorated and paid on a bi-weekly basis) on their base rate of pay.

18.8 Bargaining unit members active in the below listed assignments shall receive a pay supplement as indicated:

- A.** Certified Instructors (CJIS) assigned to MPD Training Unit--two percent (2%).
- B.** Crisis Intervention Teams - two and one half percent (2.5%).
- C.** Bargaining unit members active in the assignment of Field Training Officer will receive a five percent (5%) pay supplement (to be prorated and paid on a bi-weekly basis) on their base rate of pay.
- D.** Bargaining unit members active in the assignment of Bicycle Response Team will receive a five percent (5%) pay supplement (to be prorated and paid on a bi-weekly basis) on their base rate of pay.
- E.** Bargaining unit members active in the assignment of Drug Recognition Expert (DRE) will receive a five percent (5%) pay supplement on their base rate of pay. DRE assignments shall be limited to no more than fifteen (15) officers.

F. “Senior Uniform Patrol Officers” and “Senior Uniform Patrol Sergeants” will receive a three (3%) pay supplement on their base rate of pay. The annualized pay supplement will only be paid to bargaining unit members assigned to non-administrative positions, excluding front desk officers.

1. Qualifications

a) Senior Uniform Patrol Officer

- (a) Not less than fifteen (15) consecutive years of service as a sworn police officer in the department.
- (b) Currently assigned, and no less than previous two (2) consecutive years assigned to the Field Operations Division.
- (c) No evaluations below satisfactory.
- (d) No sustained IA investigations with a reprimand as discipline within the past two (2) years.

b) Senior Uniform Patrol Sergeant

- (a) Not less than fifteen (15) consecutive years of service in the department.
- (b) Currently at rank of Sergeant and no less than two (2) previous years as a Sergeant.
- (c) Currently assigned, and no less than previous two (2) consecutive years assigned to uniform NET as a Sergeant.
- (d) No evaluations below satisfactory.
- (e) No sustained IA investigations with a reprimand as discipline within the past two (2) years.

2. Under the below listed circumstances, bargaining unit members receiving “Senior Uniform Patrol Officers” or “Senior Uniform Patrol Sergeant” pay shall forfeit such pay when:
 - a) Transferred out of uniform NET.
 - b) Promoted.
 - c) Relieved of duty or administratively reassigned (temporary loss during period).
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) The “Senior Uniform Patrol Officer” and “Senior Uniform Patrol Sergeant” pay 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.

G. Bargaining unit members active in the assignment of Trainer in the following units: K-9, SWAT, Bicycle Response Team, Motors and Field Force, will receive a two and

a half percent (2.5%) pay supplement (to be prorated and paid on a bi-weekly basis) on their base rate of pay.

18.9 Under no circumstances may a bargaining unit member's combined total pay supplements under this article exceed twelve and a half percent (12.5%) of their base rate of pay.

18.10 All active sworn bargaining unit members shall receive Crime Prevention pay in the form of an annualized \$2,700 pay supplement (to be prorated and paid on a bi-weekly basis). Crime Prevention pay shall be subject to pension deductions and applicable federal taxes and shall be included in calculating a bargaining unit member's average earnings for pension purposes.

All hours of leave of absence without pay shall be deducted from the Crime Prevention payment on the basis of one hour deduction for each hour of leave of absence.

18.11 Any bargaining unit member, upon normal retirement from City service, or separating under honorable conditions, as determined by the Chief of Police in his/her sole discretion, who has served for a period of twenty-five (25) years or more, shall be granted, at the time of his/her normal retirement or honorable separation one hundred seventy-three and three tenths (173.3) hours of pay, provided such pay shall not be included in calculating a bargaining unit member's average earnings for pension purposes.

18.12 Any pay supplements received shall be calculated on the bargaining unit member's base rate of pay. Pay supplements shall not be included in bargaining unit member's base rate of pay for purposes of calculation of overtime or for purposes of pay off of Sick Leave or Vacation upon separation or retirement from the City, but shall be included in calculating a bargaining unit member's average earnings for pension purposes. Should a bargaining unit member cease to be eligible for a pay supplement but continues to receive the pay supplement, said pay supplement shall be recovered by the City through biweekly pay deductions from the bargaining unit 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, or at the City's option collected in any other legal manner.

18.13 Effective the first full pay period following October 1, 2021, shift differential supplemental pay shall be paid at a rate of 2.5% (to be prorated based upon hours worked between the hours of 6:00 p.m. and 7:00 a.m. and paid on a bi-weekly basis) on the bargaining unit members' base rate of pay.

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.

Shift differential shall not apply to pay for time not worked.

Shift differential shall not be used in calculating a bargaining unit member's average earnings for pension purposes.

18.14 All changes in salary because of promotion, demotion, merit step increase, etc., shall begin to accrue the effective date of the change, but actual payment for the same shall not be made until the first full pay period following the effective date of change.

18.15 Leaves of absence without pay, or suspensions of any duration, shall cause the effective date of the merit increase to be deferred by the same number of work days equal to said leave.

18.16 Bargaining unit members who have obtained or successfully obtain a college or university degree from an accredited university in the United States, with a field of study related to their job duties, will receive the following annual bonus (prorated and paid on a bi-weekly basis) upon successful completion of probation, regardless when his/her probation is completed:

- a. Associate in Arts Degree- \$1,800
- b. Bachelor's Degree- \$3,600
- c. Master's Degree- \$5,400
- d. Juris Doctor, Ph.D., or Ed.D.- \$7,200

It is the responsibility of the bargaining unit member to request for the degree bonus by submitting a red line memorandum to the Director of Human Resources, through channels, accompanied by a

certified true original of the college or university transcripts. The degree bonus shall not be included in pension calculations of earnings.

18.17 Any pay supplement, additive or extra pay that is paid because of a bargaining unit member possessing a particular certification, appointment, assignment, etc., shall cease to be paid effective the date the bargaining unit member no longer possess the certification, appointment, assignment, etc.

18.18 Upon promotion, each bargaining unit member will receive a salary increase of 10%. Upon successful completion of the promotional probationary period in the higher classification, the promoted bargaining unit member shall receive an additional 5% as to be executed within the City's pay structure.

18.19 All bargaining unit members in good standing (not relieved of duty for any reason) shall receive longevity pay of two percent (2%) on the member's fifteen (15) year anniversary and two percent (2%) on the member's twenty (20) year anniversary.

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
Presidents' Birthday	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Labor Day	Christmas Day
Martin Luther King Day	Juneteenth

20.2 Any additional holidays declared by official directive of the City Manager shall be added to the above list.

20.3 Bargaining unit members performing work on any of the above holidays shall be paid eight (8) hours or ten (10) hours holiday pay (or the number of hours equal to the bargaining unit member's regularly scheduled daily work shift, whichever is greater) time and one-half (1½) of their straight time hourly rate or shall be given scheduled compensatory time at the rate of time and half (1½) but such pay for a holiday worked shall not be paid in addition to overtime pay.

20.4 All conditions and qualifications outlined in Article 15, titled "Overtime/Compensatory Time," shall apply to this Article. Hours of earned time accumulated under this Article, when added to the compensatory time earned under the Article titled "Overtime/Compensatory Time," shall not exceed two hundred (200). Those bargaining unit members who are assigned to administrative positions shall observe holidays on the same dates as the civilian employees of the City.

Article 21

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Article 22

UNIFORM/CLOTHING ALLOWANCE/CELLULAR PHONE ALLOWANCE

22.1 Upon ratification of the labor agreement by both parties commencing the first year of service, bargaining unit members shall receive a uniform allotment of four (4) uniform trousers, six (6) uniform shirts, and one (1) uniform hat for their first two (2) years, and one allotment of shoes, leather, and web gear for the first year. Thereafter, every other year, they shall receive an allotment of \$500.00 for needed uniform items purchased from the City's authorized dealer. 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 as determined by the Chief of Police or designee, 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. Upon request by a bargaining unit member one (1) bulletproof vest shall be initially provided. A replacement bulletproof vest shall be provided upon request by a bargaining unit member upon reaching manufacturer's expiration date or through such police related actions that makes the vest no longer safe for use as determined by the Chief of Police or designee. The bargaining unit member is responsible for requesting the initial issuance and any replacement.

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, six (6) uniform shirts, and one (1) uniform hat for replacement of damaged uniform as determined by the Chief of Police or designee, however, such replacement shall require the requesting party to turn in the uniform he/she is requesting to be replaced.

22.4 All bargaining unit members shall receive reimbursement of up to \$800.00 for the purchase of an approved bulletproof vest. Such purchased vest shall follow the Department's guidelines.

Bargaining unit members who separate from employment under honorable conditions with ten (10) years of service shall be awarded his/her vest upon request.

22.5 As determined by the Chief of Police or designee, bargaining unit members shall reimburse the City for the repair or current replacement cost of lost, stolen, or damaged City equipment when the bargaining unit member's careless and/or negligent act(s) resulted in the loss, theft, or damage. A city issued vehicle damaged by a bargaining unit member will follow the Police Department Orders regarding City issued vehicle accidents. In any grievance of an action taken under this section, the City shall bear the burden of proof.

22.6 Bargaining unit members who, due to the nature of their assignments and/or job functions, are not required, in the sole opinion of the Chief of Police to wear a uniform hereafter "non-uniformed bargaining unit members" shall be entitled to a clothing allowance. 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. All uniformed and non-uniformed assignments will be determined solely by the Chief of Police.

Authorized non-uniformed bargaining unit members shall receive a clothing allowance of seventy-five dollars (\$75) per pay period. Authorized non-uniformed bargaining unit members who are absent without pay, on military leave, and/or on disability leave, shall receive no clothing allowance payments during the periods of absence.

22.7 Authorized non-uniformed bargaining unit members not receiving a clothing allowance for any of the foregoing reasons shall begin to receive the allowance on the date of their return to regular duty as full-time sworn police officers. Bargaining unit members temporarily transferred to a position that normally would entitle a bargaining unit member to receive a clothing allowance shall not receive the allowance unless his/her transfers exceeds thirty (30) consecutive working days. Bargaining unit members authorized to receive a clothing allowance as specified in this section may select, after their third (3rd) allotment of clothing as provided in Section 22.1 and thereafter, one (1) shirt and one (1)

trouser or a combination of uniforms and leather accessories from a list provided by the department, not to exceed sixty five dollars (\$65). Such selection shall be in lieu of the normal uniform allotment the bargaining unit member would otherwise receive as provided in Section 22.2 following his/her third year of employment. Replacement of these uniform articles shall occur as specified in Section 22.3.

22.8 Bargaining unit members who were not provided a City cellular phone and/or required to use cellular phones during employment, as determined by the Chief of Police or designee, shall receive a cellular phone allowance of seventy five dollars (\$75) per month. Each bargaining unit member receiving a cellular phone allowance is required to purchase a cellular phone at their own expense. Bargaining unit members required to use cellular phones during the course of and as part of their employment must be accessible at all times by such phones and such phones must include voicemail. Upon request of the Chief of Police or designee, employees will be required to provide proof of payment of their cellular phone bills. Section 22.8 is in effect until the department issues cell phones.

Article 23

PREVAILING BENEFITS

23.1 All job benefits in effect at the time of the execution of this Agreement heretofore authorized by the City Manager or benefits provided for by ordinance of the City Commission, not specifically provided for or abridged by this Agreement, shall remain in full force and effect for the duration of this Agreement. Nothing in this Article is intended to change any local, state, or federal laws, ordinances or regulations.

23.2 The City and the F.O.P. will meet at the request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement, provided however no changes shall be made except where a waiver exists or where the change is negotiated in accordance with Chapter 447, Florida Statutes.

Article 24

GROUP INSURANCE

24.1 The City agrees to pay six dollars and ninety-two cents (\$6.92) per pay period toward the cost of life insurance and accidental death and dismemberment coverage as currently enjoyed by bargaining unit members. Life insurance and accidental death and dismemberment costs shall not be considered in the total plan costs and payment shall be calculated separately from the City's contributions to the total plan cost.

24.2 The F.O.P. plan participants shall contribute thirty five percent (35%) of the plan costs to the F.O.P. Health Trust. The City shall contribute sixty-five percent (65%) of the total plan cost. Total plan costs shall be determined on an annual basis by sound accounting practices and projections from a firm engaged by the F.O.P. Trust. The City reserves the right to conduct its own Actuarial and plan review to evaluate plan management and to verify the projections submitted by the F.O.P. Health Trust at no cost to the plan. Upon request, the F.O.P. Health Trust agrees to provide the City's designee and/or benefit consultants with all pertinent plan projections, plan design, and vendor arrangements. If there are any discrepancies between the findings of the City and the plan's management and projections of the Trust's Actuary which cannot be resolved, a mutually agreeable third party Actuary shall review the findings from both parties and render a decision. The decision of the third party Actuary shall be final and binding with regard to the determination. The third party Actuary will be a member of the Academy of Actuaries with the designation of Member of the Academy of Actuaries Association (MAAA) or a Fellow of the Academy of Actuaries Association (FAAA). The cost of the third party will be shown as a cost to the F.O.P. Health Trust and the City will pay sixty five percent (65%) as part of the total plan costs and the F.O.P. Health Trust shall pay 35%. To the extent there is an impact on the Trust due to the "Government Accounting Standards Board ("GASB") issued Statement No. 45, such impact will be excluded from the funding calculations for total plan cost as stated in the collection bargaining agreement.

The City reserves the right to request monthly claims reports for monitoring purposes and to conduct a projection analysis and plan review should the F.O.P. Health Trust fund drop below three million dollars (\$3,000,000) at any time during the plan year in determining contribution adjustments. Plan adjustments will be made no more than once a year and implemented at the beginning of each calendar year.

Based on the agreed projected total plan costs, the City shall contribute sixty five percent (65%) paid in equal bi-weekly amounts during the Plan year.

The F.O.P. agrees that the City Manager has the right to appoint a representative to act as a non-voting member of the F.O.P. Health Trust Board to attend all regular and special meetings, including, but not limited to meetings with regard to plan design, plan costs, utilization, experience, and plan projection for upcoming plan years, and legal discussions pertaining to the F.O.P. Health Trust that do not involve the City of Miami. The appointed representative will sign a confidentiality agreement and follow the plan's rules and guidelines. HIPAA certification is required by the City's designees to attend these meetings, therefore, the F.O.P. agrees to provide such certification training.

24.3 If the total F.O.P. Health Trust fund drops below three million (\$3,000,000.00) over the combined twelve (12) months of each of the Funds' Fiscal Years, then the City agrees to reimburse the F.O.P. Health Trust for the difference bringing the F.O.P. Health Trust fund balance up to the three million (\$3,000,000.00) level. Should a reimbursement be necessary, the City shall pay the difference to the F.O.P. 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 each Fiscal Plan Year, 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 three million (\$3,000,000.00) 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 six million (\$6,000,000.00) dollars at the end of each Fund fiscal year then the F.O.P. Health Trust's total plan costs for the upcoming plan year shall be reduced by the excess amount over six million (\$6,000,000.00) dollars.

The benefit levels of the F.O.P. Health Trust shall not be changed if such changes would result in increased liability to the City in maintaining the three million (\$ 3,000,000.00) level.

24.4 The F.O.P. shall maintain its own group health, life, and accidental death and dismemberment insurance plan. All current, future, and retired sworn police bargaining unit members shall be eligible to participate in the F.O.P.'s plan, but shall forfeit the right to participate in the City's plan.

24.5 Upon request, the F.O.P. and its insurance plan administrator shall permit the City to review any records related to the F.O.P.'s health insurance plan.

24.6 The F.O.P. shall indemnify, and hold the City harmless, against any claim, demand, suit, or liability and for all legal costs arising in relation to the implementation or administration of the F.O.P.'s health insurance plan.

24.7 The F.O.P. agrees to enroll sworn management personnel in its plan if those individuals elect such coverage.

24.8 If there is a dissolution of the F.O.P. Health Trust, all plan participants under the F.O.P. Health Trust will maintain the right to elect coverage under the City's current Health Benefit Plan. Additionally, the final dissolution of the F.O.P. Health Trust and distribution of any assets existing after all eligible claims are paid will be made jointly and agreed to by the City of Miami and the F.O.P. Health Trust Administration.

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,
- D. The revocation or suspension of dues deduction as certified by the duly authorized Union representative or,
- E. The decertification of the F.O.P. as the bargaining unit.

25.5 The Union shall indemnify and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) and for all legal costs arising from any acts or omissions of the City, its officials, agents and bargaining unit members in complying with this Article. The F.O.P. shall promptly refund to the City any funds received in accordance with this Article that are in excess of the amount of dues which the City has agreed to deduct.

25.6 This Article applies only to the deduction of membership dues and shall not apply to the collection of any fines, penalties, or special assessments.

Article 26

F.O.P. TIME POOL

A F.O.P. time pool is hereby authorized subject to the following:

26.1 The City agrees to establish a time pool bank of seven thousand (7,000) hours per fiscal year to be used in accordance only for Union time spent directly representing employees in the bargaining unit; including, but not limited to collective bargaining, attendance at F.O.P. conferences and grievance and discipline activities. All unused hours will be carried over to the following fiscal year.

26.2 For each bargaining unit member, except the F.O.P. President, who is authorized by the President to use time from the time pool, the President shall fill out the appropriate form as provided by the City. This form shall be processed through channels of the bargaining unit member who is to use the pool time. The form must be processed so that a copy shall be in the Office of the Chief of Police a minimum of seven (7) calendar days prior to the time the bargaining unit member has been authorized to use the pool time. It is understood on rare occasions the seven (7) day time 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. It is incumbent upon the employee to submit the appropriate forms. Failure to submit the appropriate forms may result in denial of the Union pool time, as well as a delay in payment to the employee for the Union pool time.

26.3 To qualify for Union pool time, bargaining unit members must be active and current employees (not relieved of duty for any reason) in good standing with the City. Bargaining unit members may be released from duty on pool time only if the needs of the service permit, as determined by the Chief of Police, or designee, 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.

26.6 Upon written request through channels, the F.O.P. President and the two (2) designees will be released for the term of this Agreement from his or her regularly assigned duties for the City of Miami Police Department. The terms of this Agreement for such release are only to be implemented if the following qualifications are met by the F.O.P.:

- A.** The F.O.P. President and the two (2) designees will reasonably be available at the F.O.P. office currently located at 710 SW 12th Avenue, Miami, Florida, 33135, for consultation with the Management of the City.
- B.** The F.O.P. President and the two (2) designees shall be the only Bargaining Unit representatives released to appear before City Boards or Commission. Release for appearances before City Boards shall be on "F.O.P." time pool and release for appearances before the City Commission shall be designated as Administrative Leave (AL). In the absence of the President, the President's two (2) designees may

represent the F.O.P.; however, the designee must comply with Section 26.2 of this Article.

- C. The Time Pool will be charged for all hours during which the F.O.P. President and the two (2) designees are on off-duty release except that absence due to use of vacation leave, sick leave, holidays, or compensatory leave will be charged to the President and designee's leave accounts.

26.7 All applicable rules, regulations and orders shall apply to any bargaining unit member on time pool release. Violations of the above-mentioned rules, regulations and orders shall subject the bargaining unit member on pool time to the regular disciplinary processes currently provided for in the Miami Police Department.

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 The City will comply with all local, state and federal laws with regard to discrimination based upon age, race, religion, national origin, sex, union affiliation, disability or sexual orientation. The filing of a charge of discrimination with any local, state or federal agency by any bargaining unit member shall be seen as an election of remedy, and thus the underlying basis for the charge of discrimination shall not be subject to the grievance process.

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 days from the date of the immediate family member's death. The immediate family is defined as father, mother, sister, brother, husband, wife, domestic partner (who meets the criteria of the FOP Health Trust), children, father-in-law, mother-in-law, grandparents, spouse's grandparents, stepfather, stepmother and/or legal guardian as specified by court documentation submitted to the Department of Human Resources, Division of Labor Relations. Within thirty (30) calendar days from the date the bargaining unit member returns from a death in the family, the bargaining unit member will file a copy of the death certificate of the deceased family member. Said death certificate will be attached to the form provided by the City and submitted to the Department of Human Resources. Failure to produce the death certificate will result in the bargaining unit member reimbursing the City for any paid leave taken under this Article. Any bargaining unit member found to have falsified his application for a "K" day will be disciplined up to and including dismissal.

28.2 It is understood that under certain circumstances the bargaining unit member will be unable to obtain a death certificate. In this event, in lieu of a death certificate, the bargaining unit member shall submit a notarized statement and/or a newspaper account showing the death and the relationship of the deceased to the bargaining unit member and/or other appropriate criteria as deemed appropriate by the Department of Human Resources, Division of Labor Relations.

Article 29

COMMENDATION PAID LEAVE

29.1 The Chief of Police, upon approval of the City Manager or his designee, may grant up to forty (40) hours of paid leave to any bargaining unit member whose job performance is of such an exemplary or heroic nature as to warrant this special consideration. This Article shall not be subject to the Grievance Procedure or arbitration.

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), or 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 twelve (12) 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, eligible deployment/return from deployment rights or any other FMLA eligible event.

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

Any bargaining unit member requesting leave of absence without pay under this Section shall submit to the Chief of Police evidence of registration upon entering each quarter/semester of school.

30.4 Upon approval of the Chief of Police, and the City Manager or his/her designee, a leave of absence without pay may be granted for a period not to exceed ninety (90) days. Approval or denial of said leave of absence without pay is at the sole discretion of the City Manager or his/her designee and shall not be reviewable through the Grievance Procedure, including arbitration, or appealable to Civil Service Board.

30.5 Bargaining unit members who desire to take a leave of absence without pay for any reason specified in this Article, excluding serious health condition, must first use all accrued vacation, sick and compensatory leave prior to taking a leave without pay. A bargaining unit member requesting leave without pay for a serious health condition under the Family and Medical Leave Act must first use all sick, vacation, and compensatory leave prior to taking leave without pay.

30.6 Unless required by law, bargaining unit members who take a leave of absence without pay pursuant to this Article shall not accrue seniority or leave time. At the expiration of a leave of absence without pay, the bargaining unit member shall be returned to the position vacated when said leave of absence without pay was granted unless otherwise prohibited by physical limitations. Leave of absence without pay during the required probationary period of service shall extend the probationary period equal to the length of time used during the said leave of absence without pay.

30.7 The acceptance of another position or engaging in other employment by the bargaining unit member while on a leave of absence without pay shall constitute an automatic voluntary resignation from the service of the City of Miami without right to review through the Grievance Procedure, including arbitration, or by Civil Service, a court of law, administrative agency, other governmental body or any other authority. Such resignation may only be appealed to the Director of Employee Relations or designee who will meet with the F.O.P. President and if the parties do not agree on rescinding the resignation, the resignation shall be final and binding as of the date the employee accepted another position or engaged in other employment as described herein.

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.

31.2 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 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 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 in which the vacation was credited, and no exceptions to the maximum carryover allowance shall be permitted absent the express written approval of the City Manager. Bargaining unit members with unused accrued vacation hours in excess of two hundred (200) hours as of October 1, 2012 shall have those hours in excess of two hundred (200) hours grandfathered. Bargaining unit members who were on disability at the time of their scheduled vacation shall be paid for all excess vacation over two hundred

(200) hours at the rate of pay the bargaining unit member was earning at the time the bargaining unit member was placed on disability. If a bargaining unit member has a vacation for which he/she was eligible and previously approved cancelled due to staff shortage or emergency conditions, and is not permitted to reschedule by the end of the calendar year, he/she shall be paid for any hours in excess of two hundred (200) hours which would have been forfeited. These hours will be paid up to eighty (80) hours and at the bargaining unit member's current hourly rate of pay.

31.5 A bargaining unit member's annual vacation accrual shall be reduced for leaves of absence without pay and suspensions. The bargaining unit member's annual vacation accrual shall be reduced on a yearly basis in accordance with the following schedule:

<u>Hours Without Pay</u>				<u>Penalty</u>				
88	-	176	Hours	1	month	annual	vacation	accrual
177	-	349	Hours	2	months	annual	vacation	accrual
350	-	522	Hours	3	months	annual	vacation	accrual
523	-	695	Hours	4	months	annual	vacation	accrual
696	-	868	Hours	5	months	annual	vacation	accrual
869	-	1041	Hours	6	months	annual	vacation	accrual
1042	-	1214	Hours	7	months	annual	vacation	accrual
1215	-	1387	Hours	8	months	annual	vacation	accrual
1388	-	1560	Hours	9	months	annual	vacation	accrual
1561	-	1733	Hours	10	months	annual	vacation	accrual
1734	-	1906	Hours	11	months	annual	vacation	accrual
1907	-	2080	Hours	12	months	annual	vacation	accrual

31.6 Vacation leave must be requested twenty-four (24) hours in advance of use and shall be taken in increments of not less than one (1) hour. Vacation leave may be granted by the Police Chief or designee on an emergency basis. Upon separation of the bargaining unit member from City service the bargaining unit member shall be paid for all earned vacation at the bargaining unit member's hourly rate.

31.7 Request for vacation payout shall be submitted to the Department of Human Resources, 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/Assistant Director, Department of Human Resources whose decision is final. Decisions of the Labor Relations/Assistant Director, Department of Human Resources 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 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.

Article 33

SICK LEAVE

33.1 The parties agree that care and discretion shall be exercised by Management and the F.O.P. in order to prevent the abuse of sick leave privileges. Absences for trivial reasons must be discouraged. To determine the extent or reasons for a bargaining unit member's absence on sick leave, the bargaining unit member's immediate supervisor or a Management designee may visit the home of the bargaining unit member on sick leave with pay. In cases where Management suspects that a bargaining unit member is malingering, sick leave with pay shall not be granted.

33.2 Permanent bargaining unit members who are in pay status at least one hundred and twenty (120) hours per month shall accrue up to eight (8) hours sick leave per month, to be utilized in not less than one (1) hour increments.

33.3 Bargaining unit members in probationary status will accrue sick leave in accordance with Section 33.2., however, no sick leave with pay will be granted during the employee's first ninety (90) days of employment.

33.4 To receive sick leave with pay, a bargaining unit member must notify his/her immediate supervisor or designated Police Department personnel of illness at least fifteen (15) minutes before the scheduled starting time of his/her shift. The bargaining unit member is responsible for notifying a supervisor within his/her District/assignment each day he/she is out ill, unless previously approved by a supervisor.

33.5 Any bargaining unit member absent on sick leave for more than three (3) consecutive work days must report to the Department of Human Resources 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.

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 Agreement, he/she will be as follows:

– 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, domestic partner (who meets the criteria of the FOP Health Trust), 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 one thousand (1,000) hours and fifty percent (50%) of accumulated sick leave above one thousand (1,000) hours.

33.10 Bargaining unit members with ten (10) or more years of service who terminate employment with the City under honorable conditions shall receive a cash payment equal to one-fourth (1/4) of their unused accumulated sick leave.

33.11 Bargaining unit members with fifteen (15) or more years of service who terminate employment with the City under honorable conditions shall receive a cash payment equal to one-half (1/2) of their unused accumulated sick leave.

33.12 Bargaining unit members who are terminated from employment, forfeit all sick leave payout.

33.13 Payoff for accumulated sick leave shall not be used to calculate average earnings for pension purposes.

33.14 When a bargaining unit member is unable to work due to an extended, non-work related illness and the bargaining unit member's sick leave, earned time, and vacation time are fully depleted, employees may donate credited vacation and/or earned time to the affected bargaining unit member in increments of four (4) hours or more. Such time may only be donated by employees whose hourly rate of pay is equal to or greater than that of the donee. Such donations of time shall be submitted for approval to the Director of Human Resources or designee 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 Director of Human Resources or designee for a time transfer. The Director of Human Resources or designee decision shall be final.

33.15 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 one thousand (1,000) hours and fifty percent (50%) of accumulated sick leave above one thousand (1,000) hours.

33.16 Effective upon implementation of the Post Employment Health Plan, bargaining unit members covered by this Agreement shall have credited to their Post Employment Health Plan account one hundred percent (100%) of accumulated sick leave up to one thousand (1,000) hours* and fifty percent (50%) of accumulated sick leave above one thousand (1,000) hours at time of severance of service with the Department, including any vacation converted under Article 31, Section 31.9.*

***NOTE:** Any vacation leave time balances that are converted to sick leave under Article 31-Vacation, Section 31.9 shall be added over and above the 1,000 hour limitations set forth in Section 33.15.

Article 34

SUBSTANCE/ALCOHOL - PERSONNEL SCREENING

34.1 In an effort to identify and eliminate on or off duty controlled substance abuse and on duty alcohol abuse, a bargaining unit member will be ordered to undergo a urinalysis/blood test immediately upon notification as provided herein:

- A.** Following any vehicular accident occurring on-duty, on an off-duty detail, or traveling to or from same, and/or involving bargaining unit member(s) while driving a City vehicle or rented vehicle, where a staff level officer has reasonable belief based upon objective factors that the involved bargaining unit member(s) may be under the influence of alcohol or any controlled substance, unlawful, mind-altering, or non-physician prescribed drugs.
- B.** Where a staff level officer has a reasonable belief, based upon objective factors that a bargaining unit member is under the influence of any illegal drug or controlled substance not prescribed for him/her by a licensed physician.

 - 1)** If the reasonable belief giving rise to the testing order arises while the bargaining unit member is on duty, a reasonable effort shall be made to have the test performed while he/she is still on duty or as soon thereafter as is practical.
 - 2)** In the event that the reasonable belief arises while the bargaining unit member is off duty and the bargaining unit member is not at the scene of an accident, arrest, or other event he/she shall be directed to undergo a urinalysis/blood test immediately unless there are compelling reasons to wait until the next tour of duty or the next morning, whichever occurs first.
- 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, testing laboratory or any other accredited and/or certified location ("Approved Testing Location"), as chosen by the City. The Approved Testing Location 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>
Anabolic Steroids		In accordance with industry standards
Cannabis (Marijuana) Metabolites	50	15
Cocaine Metabolites	300	150
Opiate Metabolites	2000	In accordance with levels specified by Department of Human Services Federal

Register, Part III, dated April
13, 2004.

Phencyclidine	25	25
Amphetamines	1000	500
Methaqualone	300	150
Methadone	300	150
Propoxyphine	300	150
Tricyclic Antidepressants	300	150
Ketamine		25 – until Federal and State “Industry Standards” are established
Gamma-hydroxybutyrate		150 until Federal and State “Industry Standards” are established
Methylenedioxymethamphetamine (MDMA, Ecstasy)	300	150

(Additional drugs may be added to the list as dictated by applicable law
or upon mutual agreement of the parties.)

- D. Bargaining unit members shall give either a blood sample (only to be used for testing blood alcohol content), or a urine sample as directed by management, at an Approved Testing Location, chosen by the City. During said test, the bargaining unit member shall provide sufficient urine for the Approved Testing Location to secure two (2) samples to be tested. The first sample will be used for the test and confirmation of same. The reserved sample shall be tested.
- E. Bargaining unit members may, upon request, have an F.O.P. representative present on Approved Testing Location premises during the collection procedure, provided that

the test will not be postponed for more than sixty (60) minutes. A telephone call will be made to the F.O.P. President advising of said pending test, but in no instance will the sixty (60) minute waiting rule be waived.

- F. Any test showing a "positive" result will be confirmed by the Gas Chromatography/Mass Spectrometry (G.C.M.S.) 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 termination. 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 G.C.M.S. or better testing shall result in discipline up to and including dismissal. The bargaining unit member refusing to be tested shall be placed on leave without pay pending the final determination.

34.6 Any positive test of alcohol which is confirmed shall result in discipline up to and including dismissal. The bargaining unit member refusing to be tested shall be placed on leave without pay pending the final determination.

34.7 In the event that the results of the urinalysis/blood test are positive, the following criteria will apply:

A. The employee at his/her own cost shall, within seventy-two (72) hours of a positive test notification (excluding weekends and holidays), enter and remain in a drug/alcohol program approved by the City and the Union until the approved program administrator is able to state that he/she has successfully completed the program, including aftercare. While in the program, the employee will be allowed to return to work if the program administrator approves; if not, the employee may be suspended until the program administrator approves return to work. Such suspension shall not exceed six months. If the employee cannot return to their regularly assigned position after six (6) months, they shall be dismissed. If the employee does not successfully complete the program, he or she will be terminated.

34.8 Employees shall not be permitted to work until program administrators feel certain there is no possibility they are using drugs and submit this opinion in writing to the City. If and when the employee successfully completes the in-patient portion of the program, as determined by the program administrator, the employee shall be allowed to return to work.

A. Upon being notified of a positive test, the employee will be immediately relieved of duty. If relieved of duty, the employee, if eligible, will use all of his/her earned time, vacation time, and sick time, and then he/she will go off the payroll.

B. If the employee fails to enter, participate in and/or successfully complete any part of the rehabilitation program, including any after-care program, the employee shall be terminated from his/her employment with the City.

C. Effective upon ratification of the labor agreement, employees cleared to return to work by rehabilitation administrators, shall be subject to substance screenings at management's

discretion for a period of two (2) years from the date the employee returned to work. The City will be limited to a maximum of six (6) screenings per twelve (12) month period. Employees tested shall be entitled to a second or confirmatory test as outlined in this article. Bargaining unit members who decline to offer a sample for the confirmatory test shall have the reserve portion of the first sample utilized as outlined by this article. Bargaining unit members who test positive to a confirmatory test shall be terminated from employment with the City.

D. Effective upon ratification of this agreement, bargaining unit members will be entitled to one chance at a successful rehabilitation during their employment with the City. Bargaining unit members who have been through at least one (1) rehabilitation program, who are screened shall be entitled to a separate second or confirmatory test as outlined in this article. Bargaining unit members whose sample tests positive on confirmatory test shall be terminated from employment with the City.

Article 35

HEART BILL/PHYSICALS

35.1 Upon ratification of this collective bargaining agreement by both parties, bargaining unit members who during the course of their employment with the City, demonstrate having any condition or impairment of health caused by tuberculosis, heart disease, or hypertension resulting in total or partial disability or death shall be presumed to have been accidental and to have been suffered in the line of duty unless the contrary be shown by competent evidence. However, any such bargaining unit member shall have successfully passed a physical examination upon entering into service as law enforcement officer, which examination failed to reveal any evidence of any such condition. Such presumption shall not apply to benefits payable under or granted in a policy of life insurance or disability insurance, unless the insurer and insured have negotiated for such additional benefits to be included in the policy contract. The Parties agree that physical fitness, strength and agility are important requirements for positions with the Police Department and are of great concern to the City and all employees. Employees are encouraged to engage in activities which improve their fitness.

35.2 This section shall be construed to authorize the City to negotiate policy contracts for life and disability insurance to include accidental death benefits or double indemnity coverage which shall include the presumption that any condition or impairment of health of any kind caused by tuberculosis, heart disease, or hypertension resulting in total or partial disability or death was accidental and suffered in the line of duty, unless the contrary be shown by competent evidence.

Article 36

SWORN OFFICERS KILLED IN THE LINE OF DUTY

36.1 Any full-time Sworn Miami Police Officer who is killed while in the performance of his or her official duties or who subsequently dies from injuries within twelve (12) months of the incident from his or her wounds shall be given a promotion to the rank of Major. Leave balances will be paid off at the hourly rate of the newly promoted rank. The beneficiary of the deceased shall receive a sum of three hundred thousand dollars (\$300,000) from the City of Miami upon said bargaining unit member's death. Application shall be made to the Department of Human Resources for payment of such death benefits.

Article 37

NON DUTY COURT APPEARANCE

37.1 Attendance in court in response to legal order or subpoena to appear and testify in private litigation not in connection to bargaining unit member's official duty, but as an individual shall be taken as vacation, compensatory leave, or leave of absence without pay. Attendance in court in response to a subpoena to appear and testify in connection with a bargaining unit member's official duty, including being called as a witness by the defense (excluding testimony as a character witness) shall, if testimony is given while on duty be paid at the bargaining unit member's straight hourly rate or, if testimony is given while off-duty be paid at one and one half (1 1/2) times the bargaining unit member's straight time rate and considered overtime worked.

Article 38

RESERVED

Article 39

PENSION

39.1 The pension benefits and employee contributions of employees covered by this Agreement shall remain unchanged as they presently exist as currently set forth in Section 40-191 through 40-212, Miami City Code, of the City of Miami Firefighters' and Police Officers' Retirement Trust ("FIPO"), except as modified below.

Effective October 1, 2018, bargaining unit members who were vested into their pension benefits on or before September 26, 2010, shall have the pension benefits in accordance with the provisions of the FIPO in effect on September 26, 2010. Those bargaining unit members shall be eligible to participate in the Backdrop Option set forth in section 39.3, below, or the Front Drop with the option of electing up to seven (7) years, but not both.

Effective September 30, 2021, bargaining unit members who were not vested into their benefit on or before September 26, 2010, shall have the pension benefits in accordance with the provisions of the FIPO in effect on September 26, 2010, with a cap on benefits of one hundred and twenty thousand dollars (\$120,000.00). Those bargaining unit members will remain eligible to participate in the Backdrop Option set forth in section 39.3, below.

Employee pension contributions

The employee pension contribution will be seven percent (7%) of compensation for all employees hired before October 1, 2012. For all employees persons hired on or after October 1, 2012, the employee pension contribution shall be ten percent (10%) of compensation.

39.2 In the event the City decides to pursue the issuance of a securitized instrument as an asset to FIPO, the City and the Union agree to negotiate a sharing arrangement for a portion of the savings.

39.3 BACKDROP option. A Backdrop benefit option shall be implemented on January 1, 2013. The Backdrop option shall be implemented for members who were not vested in the Plan on

December 31, 2012. Vested members as of December 31, 2012, remain eligible for the forward DROP, or in the alternative are eligible for the Backdrop. Members who become vested on or after January 1, 2013, shall only be eligible for Backdrop.

- (a) An eligible employee who elects the Backdrop option shall receive a monthly Benefit payable on the employee's actual retirement date (date of retirement and separation from City employment) based on the benefit the employee would have received if he/she had left City employment and retired on an earlier date after attaining normal retirement eligibility (the "Backdrop date"). In addition, an eligible employee who elects the Backdrop option will receive a lump sum payment equal to the accumulation of monthly retirement benefit payments he/she would have received during the period following the Backdrop date through the actual retirement date ("Backdrop period"), plus interest at the rate of 3% per year, compound annually. An eligible employee may elect a minimum Backdrop period of 1 year and maximum Backdrop period of up to seven years. An eligible employee who elects the Backdrop option must select the normal form of benefit or an optional form of benefit in accordance with section 40-203(m) at the time of electing the Backdrop option. The employee's monthly benefit as well as the lump sum payment under the Backdrop option is based on the form of benefit selected.
- (b) Employees are eligible to elect the Backdrop option after completing one year of creditable service following the normal retirement date. The maximum Backdrop period is 7 years. Eligible employees who wish to elect the Backdrop option must provide written notification to the Department Director and the Department of Human Resources at least 8 months prior to the employee's retirement date; provided a lesser notice period may be approved by the City Manager due to special circumstances. Employees are not required to elect the Backdrop option.

(c) All or part of the lump sum payment under the Backdrop option may be rolled over to an eligible retirement plan or IRA in accordance with federal law.

If the back DROP is ever terminated, for any reason, the rights of all persons then in the DROP shall not be diminished or impaired. Additionally, if the back DROP is ever terminated, all persons who are then eligible for a back DROP will still be eligible for a 7 year back DROP. The Board of Trustees of FIPO shall develop operational rules for the implementation of this provision.

The parties agree to support the change of the approved actuarial cost method from the current aggregate method to the Entry Age Normal actuarial cost method based on reasonable amortization periods and assumed payroll growth with an expected reduction in contribution requirements of approximately 2.58 million dollars estimated using a 25 year amortization period and 3% payroll growth. If legally necessary or legally required, the parties agree to jointly petition the Circuit Court judge in the case of Gates v. City of Miami to alter the judgment accordingly, to be effective for the plan year beginning October 1, 2012. Upon receipt of approval from the Court, the City shall implement the change by ordinance.

39.4 Service Retirement Benefit Multiplier

All bargaining unit members shall be entitled to receive a retirement allowance equal to three percent (3%) of the member's average final compensation multiplied by years of creditable service for the first 15 years of such creditable service and three and one-half percent (3.5%) of the member's average final compensation multiplied by the number of years of creditable service in excess of 15 years, subject to the maximum retirement allowance contained in the retirement plan.

Article 40

BID PROCESS/SENIORITY

40.1 The Department shall be limited to a once per year citywide bid of all Field Operations Division positions, if deemed necessary by the Chief of Police. The Department shall determine what slots will be staffed and filled.

40.2 Bargaining unit members who Relieved of Duty are not eligible to participate in any bid process under this article. Bargaining unit members who are on light duty or any type of FMLA or medically related leave shall be eligible to participate in the bid process so long as they have medical certification supporting a return to work date that is no later than thirty (30) days from the date that the position/shift is to be assigned (the Effective Slot Date"). If such bargaining unit member cannot fill the position/slot within thirty (30) days of the Effective Slot Date, for whatever reason, they shall forfeit the permanent position on the bid until the next bid.

40.3 The Chief of Police may continue to fill slots as openings occur during the year through the established regular bidding process. The Chief of Police shall determine what open slots will be staffed and bid. When one or more vacant slots need to be filled, personnel may be temporarily assigned to cover staffing needs. Those bargaining unit members who are temporarily assigned will come from bargaining unit members most recently transferred to Field Operations Division, laterals from other Department, probationary officers/sergeants, and bargaining unit members who have not yet bid for a permanent position. Temporary assignments will be for a period not to exceed twelve (12) months.

40.4 Seniority shall be used in determining shift assignment, area, and in the assignment of days off within a patrol unit, should an opening occur. Seniority may be used in determining assignment to a specialized unit. In specialized units seniority is defined as continuous time within the specialized unit.

40.5 Seniority shall, for the purpose of this Article, be defined as date of hire as Police Officer (5005). Where Seniority is the same for two or more Police Officers, the date of hire as a Police Recruit (5003) shall be utilized. Where the date of hire as a Police Recruit is the same, the most recent date of application as a Police Recruit with the City shall be utilized. For the rank of Sergeant (5011), seniority is defined as the effective date of promotion to Sergeant. Where the date of promotion to Sergeant is the same for two or more Sergeants, the date of hire as a Police Officer shall be utilized. For the rank of Lieutenant (5012), seniority is defined as the effective date of promotion to Lieutenant. Where the date of promotion to Lieutenant is the same for two or more Lieutenants, the effective date of promotion as Sergeant shall be utilized. For the rank of Captain (5013), seniority is defined as the effective date of promotion to Captain. Where the date of promotion to Captain is the same for two or more Captains, the effective date of promotion to Lieutenant shall be utilized. The above process shall be used to break all ties in seniority until date of application as Police Recruit with the City.

40.6 Exceptions to the use of Seniority as specified in 40.5 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.

BID PROCESS/SENIORITY FOR DETENTION OFFICERS

40.7 One full year after the commencement of the Detention Officer position, the Chief of Police shall fill slots to non-probationary Detention Officers. The open slots will be filled throughout the regular bidding process.

40.8 Thereafter, the Chief of Police shall determine what open slots will be staffed and bid. When one or more vacant slots need to be filled, personnel may be temporarily assigned to cover staffing needs. Temporary assignments will be for a period not to exceed twelve (12) months.

40.9 Seniority shall only be used in determining shift assignment, area and in the assignment of days off upon an opening occurring.

40.10 Seniority shall, for the purpose of this Article, be defined as the date on which the employee obtained permanent status as a detention officer, excluding probationary periods (promotional and

initial) and employment in non-sworn status. Where seniority is the same for two or more detention officers, then the most recent date of hire shall be utilized. Where seniority by date of hire is the same, then the most recent date and time of the employment application with the City will be utilized. For purposes of this Article, leaves of absence without pay or suspensions will reduce the Detention Officer's seniority by the amount of time for such leave of absence or suspension.

40.11 Exceptions to the use of seniority as specified in 40.8 may occur in an emergency or when special knowledge or skills are needed, 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, with the exception of Detention Officers, will be assigned only one twenty-four (24) hour vehicle upon his/her successful completion of probation. Bargaining unit members assigned to the Motors Unit may use a City provided pool vehicle if such pool vehicle is available. However, nothing in this Article shall be construed as requiring the City to have pool vehicles available.
- B.** 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.
- C.** Twenty-four (24) hour vehicles will only be used for personal reasons within the boundaries of the City of Miami, except for use within Metro-Dade County for the purpose of attending college classes.
- D.** Under no circumstance will a City vehicle be used to transport a passenger outside the scope of his/her official City business.
- E.** Any bargaining unit member involved in a vehicular accident determined to be preventable by the Accident Review Board will lose the privilege of a twenty-four (24) hour vehicle as follows:

Reasonable action No injuries Under \$1,000 damage	No Loss
Reasonable action No injuries Over \$1,000 damage	1 Month
Reasonable action	2 Months

Injuries

Unreasonable action
No injuries

3 Months

Unreasonable action
Injuries

6 Months

- F. The above-mentioned sanctions will be imposed in addition to any disciplinary actions that may be imposed by the City.
- G. A bargaining unit member, whose twenty-four (24) hour vehicle is unavailable due to maintenance, repairs, or damage, will not require the replacement of said vehicle on a twenty-four (24) hour basis.
- H. Departmental policy on the use and operation of police vehicles shall apply. To facilitate the dissemination of information to bargaining unit members regarding changes to Departmental policy on the use and operation of twenty-four (24) hour vehicles, the Department agrees to notify the President of the F.O.P. or designee of such changes five (5) days prior to the effective date of the change, however, a failure to notify shall not be grievable or arbitrable.
- I. (i) It will be the intent of the City to replace twenty four (24) hour vehicles every seven (7) years with no mileage requirements. For the term of this Agreement, the City will purchase/lease vehicles as set forth in (ii) below. Mid-size vehicles may be purchased/leased as replacement vehicles if the vehicle being replaced is not a pursuit vehicle in patrol.
- (ii) The City will purchase/lease and allocate twenty-four (24) hour vehicles.

Sixty percent of the vehicles will be marked vehicles and the remainder unmarked. All insurance monies recovered by the City for police vehicular accidents which is not used to repair police vehicles may be used to purchase/lease additional police vehicles in the next fiscal year.

J. The F.O.P. agrees that bargaining unit members are required to have routine preventative maintenance performed on their assigned City-owned vehicle. The officer's responsibility is limited to taking in their assigned vehicle for maintenance as required in subsections 1) – 4), below. Those maintenance items that bargaining unit members will be required to have performed on their vehicles, at the City's expense, 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 the City's motor pool and/or an ASE certified vehicle maintenance center located within the City of Miami.

K. All bargaining unit members who are assigned a twenty-four (24) hour vehicle are required to maintain a vehicle maintenance log, which, is subject to inspection by the City. Bargaining unit members who fail to maintain the prescribed preventive maintenance log shall be subject to disciplinary action including, but not limited to:

1. Reimbursement of repair cost due to damage of their assigned vehicle.
2. Reimbursement of maintenance cost.

3. Loss of twenty-four (24) hour vehicle.

41.2 Vehicle maintenance will be performed only while the bargaining unit member is on duty. Overtime pay requirements shall not apply concerning any matter for which overtime is currently not being paid for off-duty preventive maintenance of assigned vehicles.

41.3 Vehicles determined to be unsafe to drive by the City will be taken out of service.

41.4 Departmental policy on damage of a City vehicle shall apply.

Article 42

TUITION REIMBURSEMENT

42.1 The tuition reimbursement program is designed to encourage bargaining unit members to improve their job performance and increase their value to the City by pursuing courses of study related to their job duties in accredited technical school, college or university and/or any approved accredited on-line college/university in the United States where accreditation is recognized by the United States Department of Education. Other educational programs may be covered, provided the City and the F.O.P. mutually agree upon inclusion of the educational program.

42.2 Any full-time sworn, permanent bargaining unit member shall be eligible to participate in the Tuition Reimbursement Program, so long as the member has complied with the City's administrative prerequisites for participation in the program.

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 Department of Human Resources designee. 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 Human Resources.

42.4 Reimbursement will be limited to actual tuition costs up to a maximum of six thousand dollars (\$6,000) per calendar year. Books, housing, incidental fees, and all other fees and 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 a grade of "C" or better to the City.

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 the Police Department or the Human Resources Department.
- B. The bargaining unit member must complete the application in triplicate and submit it to the Chief of Police subsequent to registration and immediately prior to the first day of class at the education institution.
- C. The Chief of Police will review the application and if he/she approves, and will forward the original and one copy to the Human Resources Department. If the application is disapproved, it will be returned to the bargaining unit member by the Chief of Police.
- D. The Director of Human Resources or designee also has discretion and authority to approve or disapprove the application, and applications not approved will be returned to the Chief of Police with the reason for rejection noted thereon.

42.7 In the event the bargaining unit member resigns or is terminated from the City within one (1) year following completion of the course(s) for which City funds were expended, the amount of tuition reimbursement paid to the bargaining unit member will be reimbursed to the City by the bargaining unit member upon his/her termination from the City through a deduction from his/her final paycheck.

42.8 Upon completion of the course work, the bargaining unit member must submit his/her semester grade report together with the tuition fee receipt to the Chief of Police. The Chief of Police will submit the approved application for tuition reimbursement along with the bargaining unit member's semester grade report to the Finance Department who shall then reimburse the bargaining unit member for the City's share of the tuition reimbursement. The Chief of Police will advise the Human Resources Department of the bargaining unit member's satisfactory completion of the course.

Article 43

POST EMPLOYMENT HEALTH PLAN

- 43.1** The parties agree that the F.O.P. will establish 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.
- 43.3** The PEHP will establish individual accounts for each member in the PEHP.
- 43.4** Upon separation of service from the City all members will have their sick leave balances calculated at their hourly rate of pay at time of separation and transferred to their PEHP accounts.
- 43.5** 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

VACANCIES-PROMOTIONS

44.1 Promotions will be done if budgetarily and administratively feasible as determined by the City Manager. When a classified permanent promotional vacancy occurs in any bargaining unit position, it shall be filled within a reasonable period of time after establishment of the Eligible Register per the Civil Service Rules. Filling of all sworn classified budgeted vacancies shall be in accordance with the Civil Service Rules and Regulations, so long as they are not inconsistent with provisions of this Agreement. All sworn classified budgeted vacancies shall be filled from the promotional register in effect at the time the budgeted vacancy occurs. If a promotional register is not in effect, vacancies will be filled from the next promotional register.

Promotions will be made upon the effective date of the budgeted vacancy for the classified position. For pay and seniority purposes, if the City fails to promote within ninety (90) calendar days from the effective date of the budgeted vacancy, retroactive pay shall be paid beginning ninety-one (91) calendar days from the effective date of the budgeted vacancy to the date of promotion. The date of promotion for seniority purposes will be on the 91st day from the effective date of the budgeted date of the budgeted vacancy, if the promotion is not made before 90 days. However, the City shall fill all budgeted vacancies for the position of Sergeant, Lieutenant and Captain prior to the expiration of the register.

44.2 This provision shall not apply when a City-wide freeze is declared by the City Manager or the position is abolished, frozen, or audited from one bargaining unit classification to a different bargaining unit classification by the City Manager, nor shall it apply when a promotion is delayed due to court order(s), judgment and/or order from the Department of Justice (DOJ) expressly prohibiting the administration of an examination/promotion. Once a freeze is lifted, vacancies shall be filled as outlined in 44.1. The City shall not abolish a sworn classified position for the sole purpose of reclassifying to a sworn unclassified position.

The parties agree that the City shall, upon ratification of this Agreement, audit no less than four sworn unclassified/senior staff positions within the Police Department to determine if budgetarily and administratively feasible to implement reclassification to the position of Police Captain.

44.3 The Department of Human Resources will keep the members of the bargaining unit covered by this Agreement advised as to promotional opportunities within Article 1, Recognition.

44.4 Further, the Department of Human Resources Director via Official Bulletin of the Miami Police Department and normal notification via the Employment Office will advise eligible applicants for promotional opportunities of the general area to be reviewed for preparation prior to the exam.

44.5 All promotional registers for Police Sergeant, Lieutenant, and Captain shall remain in effect for a period of two (2) years from the date the register becomes effective, unless the register is exhausted. If there are no vacancies, no exam will be required in the ranks of Police Sergeant, Lieutenant, and/or Captain, however, the City reserves the right to develop and administer exams in order to maintain eligible registers in anticipation of staffing requirements.

44.6 Promotional examinations for classified bargaining unit positions shall be given as soon as possible after the expiration of the previous promotional register from the classified position. The cutoff date to determine seniority and eligibility for the examination will be the first day the examination is administered.

44.7 Promotional register for Police Sergeant, Lieutenant, and Captain shall have ties broken using seniority credit that was previously used in calculating the seniority score for the exam. If a tie still exists, it shall be broken in favor of the highest ranking Police Officer on the Department seniority list for the Sergeant's register, or the highest ranking Officer on the appropriate seniority in grade list for the Lieutenants' or Captains' register.

44.8 Bargaining unit members shall have sixty (60) days from the establishment of an eligible register within which to file any challenge(s) to the promotional exam process with the Civil Service Board, as a means of exhausting the member's administrative needs.

Article 45

TERM OF AGREEMENT

45.1 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 the City Manager, shall become effective October 1, 2021, except where otherwise stipulated. The Agreement shall continue in force and effect until 11:59 p.m., September 30, 2023.

45.2 Unless mutually agreed otherwise, on or before February 1, 2023, the F.O.P. shall notify the City in writing of its intention to renegotiate the Agreement in force, and attached thereto shall include a complete list of proposals which shall inform the City of the articles which they desire to negotiate, together with specific language embodying and describing their proposals. The changes indicated in the proposals shall be designated by article numbers and/or section numbers with a strike through of deleted language (~~sample~~) and new language will be underlined (sample).

45.3 On or before March 1, 2023, unless mutually agreed otherwise, the City will present the F.O.P. with a list of proposals it desires to negotiate, together with specific language describing its proposals. The changes indicated in the proposals shall be designated by article numbers and/or section numbers with a strike through of deleted language (~~sample~~) and new language will be underlined (sample).

45.4 Initial discussions shall thereafter, and no later than March 15, 2023, be entered into by the City and the F.O.P.

45.5 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.

Agreed to this ____ day of _____, 2021 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

for C. 4/25/22
THOMAS REYES
PRESIDENT
MIAMI F.O.P.

ATTEST:

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

Arthur Monge
City Manager

[Signature]
CITY CLERK

APPROVED AS TO FORM
AND CORRECTNESS

[Signature]
CITY ATTORNEY

Kef 4/26/22

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APPENDIX A

EFFECTIVE
DATE
10/10/2021

Yrs of Service	Step	Police Officer	Police Sergeant	Police Lieutenant	Police Captain	Police Recruit
		01.FOP	03.FOP	05.FOP	07.FOP	00.FOP
		5005	5011	5012	5013	5003
0	1	27.6445	31.9293	36.8783	42.5944	26.3280
1	2	29.0265	33.5257	38.7222	44.7241	
2	3	30.4778	35.2019	40.6582	46.9603	
3	4	32.0018	36.9621	42.6912	49.3083	
4	5	33.6020	38.8103	44.8258	51.7738	
5	6	35.2819	40.7507	47.0672	54.3840	
6	7	37.0462	42.7883	49.4204	57.0806	
7	8	38.8984	44.9277	51.8915	59.9346	
8	9	40.8433	47.1741	54.4861	62.9313	
9	10	42.8855	49.5328	57.2104	66.0779	
10	11	43.7432	50.5235	58.3545	67.3994	
11	12	44.6181	51.5339	59.3156	68.7475	
12	13	45.5103	52.5646	60.7121	70.1224	
13	14	45.9655	53.0902	61.3192	70.8236	
14	15	46.4873	53.6928	62.0152	71.6274	
15	16	47.4109	54.7666	63.2555	73.0600	
Yrs of Service	Step	Longevity (Based on Time in Bargaining Unit)				
15	15-L	48.3591	55.8620	64.5206	74.5212	
20	20-L	49.3263	56.9792	65.8110	76.0116	

EFFECTIVE
DATE
10/9/2022

Yrs of Service	Step	Police Officer	Police Sergeant	Police Lieutenant	Police Captain	Police Recruit
		01.FOP	03.FOP	05.FOP	07.FOP	00.FOP
		5005	5011	5012	5013	5003
0	1	28.1974	32.5679	37.6159	43.4463	26.8546
1	2	29.6071	34.1962	39.4967	45.6186	
2	3	31.0874	35.9059	41.4714	47.8995	
3	4	32.6418	37.7013	43.5451	50.2944	
4	5	34.2740	39.5865	45.7223	52.8092	
5	6	35.9876	41.5657	48.0085	55.4717	
6	7	37.7871	43.6440	50.4088	58.2223	
7	8	39.6763	45.8262	52.9293	61.1333	
8	9	41.6602	48.1176	55.5758	64.1899	
9	10	43.7432	50.5235	58.3546	67.3995	
10	11	44.6180	51.5339	59.5216	68.7474	
11	12	45.5104	52.5646	60.5020	70.1224	
12	13	46.4206	53.6159	61.9264	71.5248	
13	14	46.8848	54.1520	62.5456	72.2401	
14	15	47.4170	54.7666	63.2555	73.0600	
15	16	48.3591	55.8620	64.5206	74.5212	
Yrs of Service	Step	Longevity (Based on Time in Bargaining Unit)				
15	15-L	49.3263	56.9792	65.8110	76.0116	
20	20-L	50.3128	58.1188	67.1272	77.5318	

EFFECTIVE
DATE
10/10/2021

Yrs of Service	Step	Detention Officer	Detention Officer (Probationary)
		01.FOP-DO	00.FOP-DO
		5080	5081
0	1	24.4632	23.2983
1	2	25.6864	
2	3	26.9708	
3	4	28.3191	
4	5	29.7352	
5	6	31.2219	
6	7	32.7828	
7	8	34.4221	
8	9	36.1432	
9	10	37.9504	
10	11	38.7094	
11	12	39.4835	
12	13	40.2732	
13	14	40.6759	
14	15	41.1376	
15	16	41.9603	
Yrs of Service	Step	Longevity (Based on Time in Bargaining Unit)	
15	15-L	42.7996	
20	20-L	43.6556	

EFFECTIVE
DATE
10/9/2022

Yrs of Service	Step	Detention Officer	Detention Officer (Probationary)
		01.FOP-DO	00.FOP-DO
		5080	5081
0	1	24.9525	23.7643
1	2	26.2002	
2	3	27.5102	
3	4	28.8855	
4	5	30.3299	
5	6	31.8463	
6	7	33.4385	
7	8	35.1105	
8	9	36.8661	
9	10	38.7094	
10	11	39.4835	
11	12	40.2732	
12	13	41.0787	
13	14	41.4895	
14	15	41.9603	
15	16	42.7996	
Yrs of Service	Step	Longevity (Based on Time in Bargaining Unit)	
15	15-L	43.6556	
20	20-L	44.5287	