

AGREEMENT

BETWEEN

CITY OF MIAMI BEACH, FLORIDA

and

MIAMI BEACH FRATERNAL ORDER OF POLICE

WILLIAM NICHOLS LODGE NO. 8

Period Covered

October 1, 2009 through September 30, 2012

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AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2010, by and between the CITY OF MIAMI BEACH, FLORIDA (herein called the "City"), and the MIAMI BEACH FRATERNAL ORDER OF POLICE, WILLIAM NICHOLS LODGE NO. 8 (herein called the "FOP").

PREAMBLE

WHEREAS, the FOP has been selected as the sole and exclusive bargaining representative by a majority of employees in the certified bargaining unit set forth in Article 1, and has been recognized by the City pursuant to the laws of the State of Florida as the sole and exclusive bargaining representative for said employees; and

WHEREAS, it is the intention of the parties to this Agreement to provide in manner which is binding and superior to ordinances and personnel rules of the City, for a salary schedule, fringe benefits, and conditions of employment of the employees covered by this Agreement, and to provide for the continued and efficient operation of the City's Police Department: and to provide for an orderly and prompt method of handling and processing grievances; and

WHEREAS, the FOP and the City agree to seek and maintain high standards for the operation of the Police Department;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1
RECOGNITION

The City recognizes the FOP as the sole and exclusive bargaining representative for the purpose of wages, hours, and other terms and conditions of employment for employees in the following classifications in the Police Department (hereafter "employees"):

Trainees
Police Officers
Sergeants
Lieutenants
Detention Officers

All other employees in other existing classifications are specially excluded.

ARTICLE 2
DEDUCTION OF DUES

Section 2.1. Check-off. Upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to deduct biweekly FOP dues of such employees from their pay and remit such deductions to the FOP Treasurer within fourteen (14) calendar days however, such authorization is revocable at the employee's will upon thirty (30) days' written notice to the City and the FOP. The City shall deduct the dues from the FOP members who have authorized such a deduction in the following manner: Each member's bi-weekly wages shall be reduced by the amount equal to one and one half percent (1.5%) of the annual minimum of the pay range of the Police Officer Classification, divided by twenty-six (26) pay periods.

For example:

The current annual minimum for the Police Officer Classification is \$51,756.36.

$\$51,756.36 \times .015 = \$776.34 / 26 = \$29.86$

\$29.86 shall be deducted bi-weekly from the member's paycheck.

The FOP shall be responsible for advising the City of any change in the percentage of dues calculation in writing. The City shall revise the calculation for each authorized deduction whenever a change to the annual minimum of the pay range of the Police Officer Classification is made, or whenever so notified in writing by the FOP of a change in the percentage.

The City agrees to use diligence in making prompt delivery of monies owed to the FOP. The charge for dues deductions shall be calculated by multiplying one average run of check-offs by four (4) and multiplying the product by seven cents (\$0.07). The City shall notify the FOP of the amount owed no later than September 1 of each year. The FOP shall make payment to the City no later than September 30 of each year. The FOP will notify the City in writing of the exact amount of such uniform membership dues to be deducted. The FOP will notify the City thirty (30) days prior to any change in its dues structure or if there are additions or deletions to the established check-off list.

Section 2.2. Legal Services Trust Fund. If the FOP establishes a Legal Services Trust Fund, upon receipt of a lawfully executed written authorization from an employee which is presented to the City by an official designated by the FOP in writing, the City agrees during the term of this Agreement to take biweekly deductions from such employees from their pay and remit such deductions to the Trustee within fourteen (14) calendar days; however, such authorization is revocable at the employee's will upon thirty (30) days' written notice to the City and the FOP. There will be no charge to the FOP for Legal Services Trust Fund deductions.

The FOP will notify the City in writing of the exact amount of such uniform Legal Services Trust Fund deductions. The FOP will notify the City thirty (30) days prior to any change in the deduction structure or if there are additions or deletions to the established Legal Services Trust Fund deduction structure.

Section 2.3. Indemnification. The FOP agrees to indemnify and to hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article; provided, that the City will not be indemnified or held harmless for any intentional tort. This indemnification is not intended to cover claims made by, or on behalf of the FOP.

ARTICLE 3
GRIEVANCE PROCEDURE

Section 3.1. Definition of Grievance and Time Limit for Filing. A grievance is a dispute involving the interpretation or application of the express terms of this Agreement, excluding matters not covered by this Agreement; or where Personnel Board rules and regulations are involved; provided that disciplinary actions, including discharges, may be grieved under this Article, as provided herein. See Section 3.7 (Election of Remedies) for procedures to be utilized in particular circumstances. No grievance shall be entertained or processed unless it is submitted within twenty (20) workdays (excluding Saturday, Sunday, or holidays recognized by the City) after the occurrence of the first event giving rise to the grievance or within twenty (20) workdays after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the first event giving rise to the grievance.

Section 3.2. Grievance Procedure. The FOP shall have the right to initiate and process grievances on its own behalf or on behalf of named members of the bargaining unit. However, the FOP shall have the right in its sole discretion not to process grievances on behalf of bargaining unit members who are not members of the FOP, provided it notifies said employee of its decision not to proceed. Grievances shall be processed, individually, as follows:

Step 1: The grievance shall be presented, in writing on the Grievance Form supplied by the City, to the employee's unit or division commander or a designated representative, who shall answer within five (5) workdays after such receipt. The employee will also provide the FOP with a copy of said grievance.

Step 2: If the grievance is brought by the FOP on its own behalf, or if the grievance is brought on behalf of an individual(s) and is not settled in Step 1 and an appeal is desired, it shall be referred in writing to the Chief of Police (Chief) or his designee. The Election of Remedy Form shall be completed and signed by the FOP and/or the grievant, and attached to the Step 2 grievance. The Chief shall discuss the grievance within ten (10) workdays with the employee and the FOP grievance committee at a time designated by the Chief. If no settlement is reached, the Chief shall give the City's written answer to the employee and the FOP grievance committee within five (5) workdays following their meeting.

Step 3: If the grievance is not settled in Step 2 and both the employee and FOP grievance committee desire to appeal, or if it is a class grievance filed by the

FOP and at least one employee of the named class and FOP grievance committee desire to appeal, it shall be appealed in writing to the City Manager or his designee for Labor Relations within fifteen (15) workdays after the City's answer in Step 2. A meeting between the City Manager or his designee, the employee, and the FOP grievance committee shall be held at the time designated by the City Manager within fifteen (15) workdays. If no settlement is reached, the City Manager shall give City's written answer to the employee and the FOP grievance committee within fifteen (15) workdays following the meeting.

Section 3.3. Binding Arbitration. If the grievance is not resolved in Step 3 of the grievance procedure, the FOP grievance committee, with the concurrence of the employee who filed the grievance, or if it is a class grievance filed by the FOP, with the concurrence of at least one employee of the named class, or if it is a grievance filed by the FOP on its own behalf, may refer the grievance to binding arbitration within fifteen (15) after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within fifteen (15) workdays after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said fifteen (15), the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the FOP shall have the right to strike two names. The name remaining after the City strikes shall be the arbitrator. The arbitrator shall be notified of his selection within five (5) workdays by a joint letter from the City and the FOP requesting that he advise the parties of his availability for a hearing. The parties may select a permanent arbitrator in lieu of the selection procedure set forth in this section.

Section 3.4. Authority of Arbitrator. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the FOP, and shall have no authority to make a decision on any other issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, provided that the parties may mutually agree in writing to extend said limitation.

The decision shall be based solely upon his interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the arbitrator acts in accordance with this Section, the decision of the arbitrator shall be final and binding.

Section 3.5. Expenses of Arbitration. The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the FOP; provided, however, each party shall be responsible for compensating its own representatives or witnesses.

Section 3.6. Processing Grievances. All grievance discussions and investigations shall take place in a manner which does not interfere with the operation of the Police Department. Any time spent by the Grievance Committee of the FOP in discussions or processing grievances at Step 1, 2, or 3 during their working hours shall not result in a loss of earnings or benefits.

Section 3.7. Election of Remedies. Disciplinary actions may be grieved (1) under the grievance/arbitration provisions contained in this Article or (2) to a Hearing Examiner, who shall be selected by utilizing the procedures outlined in Section 3.3 of this Article. A grievance involving the interpretation or application of this Agreement may be grieved solely under the grievance/arbitration provisions contained in this Article. Grievances regarding certain non-disciplinary matters, such as disagreements as to the waiving or application of changes to personnel rules or other work rules or policies may be filed via the Personnel Board procedures.

The decision of the hearing officer shall be final & binding. The cost of a Hearing Examiner shall be borne by the City. Any proceedings before the Hearing Examiner shall be conducted pursuant to the attached Hearing Examiner Rules.

Section 3.8. Probationary Period. Nothing herein shall in any way affect the discretion presently accorded the Chief of Police with respect to employees in their probationary period following hire or in their probationary period following promotion. It is specifically understood by the parties that the exercise of the Police Chief's discretion in this regard shall not in any way be subject to the grievance procedure set forth herein.

Section 3.9. FOP Grievance Committee. The FOP shall appoint a Grievance Committee of not more than three (3) members, and shall notify in writing the Police Chief and the City Manager's designee for Labor Relations of the name or names of the employee or employees serving on this committee and of any changes in the numbers of this committee. The members of this committee may not conduct any investigation while on duty without receiving the permission of the Police Chief, or in his absence, the duly authorized representative acting in his behalf; however, such permission shall not be unreasonably withheld. Department clerical personnel will not be used by the grievance committee in grievance matters. The grievance committee shall not unreasonably use other departmental resources for the purpose of conducting grievance-related work.

Section 3.10. Waiver of Time Limitations or Steps. The parties may mutually agree in writing to extend any of the time limitations set forth above for the processing of grievances and may also waive any of the intermediate steps of the grievance procedure in writing.

ARTICLE 4
NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike. The parties hereby recognize the provisions of Chapter 447, Florida Statutes, which define strikes, prohibit strikes, and establish penalties in the case of a strike, and incorporate those statutory provisions herein by reference.

Section 4.2. No Lockout. The City will not lockout any employees during the term of this Agreement as a result of a labor dispute with the FOP.

ARTICLE 5
MANAGEMENT RIGHTS

It is recognized that except as stated herein, the City shall retain all rights and authority necessary for it to operate and direct the affairs of the City and the Police Department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, and personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule the working hours; to hire and promote; to demote, suspend, discipline or discharge for just cause, or relieve employees due to lack of work or for other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities; provided, however, that the exercise of any of the above rights shall not conflict with any of the expressed written provisions of this Agreement and that a grievance may be filed alleging such a conflict.

The City shall not employ more than thirty-eight (38) Reserve Police Officers. No Reserve Police Officers will be authorized to perform off-duty work as a police officer, unless reasonable efforts to fill an off duty job with bargaining unit members fails. Reserve Officers shall be compensated one dollar (\$1.00) per fiscal year.

ARTICLE 6
POLICE EQUIPMENT

The City agrees to continue the current policy of issuing equipment which includes shirts, pants, footwear, leather, department issued weapons, ammunition, handcuffs, expandable batons, light and heavy jackets, rain gear and traffic templates. Additionally, the City will supply an initial issue whistle to all patrol officers. Replacement of whistles shall be at the officer's expense. To the extent that a flashlight is a required article of equipment, the City shall provide it. The City will reimburse employees for the cost of replacement of protective vests up to a maximum of \$550.00, when needed. However, effective upon ratification of this Agreement, as long as the City is a recipient of the U.S. Department of Justice Bulletproof Vest Partnership (BVP) Grant, the City will reimburse employees for the cost of replacement of protective vests up to a maximum of \$750.00, when needed. If the City is no longer a recipient of the BVP Grant, then the reimbursement rate shall revert back to the \$550.00 amount.

Necessary ammunition will be issued to each employee every twelve (12) months to guarantee reliability of the ammunition.

Retiree Service Weapon

A bargaining unit member who retires in good standing from the City shall receive his/her service firearm upon retirement provided that the member does not retire in lieu of termination. The Police Chief (or designee) shall have the right to deny this benefit for any justifiable reason to be approved in conjunctions with the Human Resources Director (or designee).

All bargaining unit members who retire due to in-service connected injuries/disabilities regardless of creditable years of service with the City's Police Department shall be eligible to receive their service firearm.

ARTICLE 7
HOURS OF WORK AND OVERTIME

Section 7.1. Purpose. This Article is intended to define the normal hours of work and to provide the basis for the calculation and payment of overtime. It shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

Section 7.2. Normal Workweek. The normal workweek shall consist of forty (40) hours per week and such additional time (subject to Section 7.4 and 7.5 below) as may from time to time be required in the judgment of the City to serve the citizens of the City. The workweek shall begin with the employee's first regular shift each week. All hours scheduled in the normal workday will be consecutive. An employee called in early in advance of his normal shift starting time will not be sent home early on such day for the purpose of avoiding overtime unless such employee is in agreement with the request to leave early; provided, however, that except as limited by Section 7.3 below, the City shall retain its right to establish and modify normal work schedules.

Section 7.3. Four-Day Workweek. The City shall extend the present policy of a four (4) day workweek to all employees in the bargaining unit except employees on light duty because of injuries or illness which are not service connected. Employees who suffered a service connected injury or illness and who are permitted to work light duty may work up to thirty-two (32) weeks, measured non-consecutively from the date of injury, on light duty on a 4-10 schedule, or to receive ISC payments for thirty-two (32) weeks, or a combination of both. Thereafter, the officer may be assigned to work a 5-8's shift in a light duty assignment during the pendency of his/her light duty. Positions occupied by employees who are permitted to elect either a 4-10 or a 5-8 work schedule shall continue on that basis. Detention Officers will continue to work a 5-8 work schedule.

Section 7.4. Weekly Overtime. For all hours worked in excess of forty (40) hours during an employee's workweek, the City will pay the employee one and one-half (1-1/2) times the employee's straight time hourly rate of pay. The current practice for calculating hours worked will remain in effect.

Section 7.5. Distribution of Overtime Opportunity.

- A.** Overtime is recognized as being of three (3) general types within the Police Department:

1. **Carry-over Overtime** - Overtime for work carried over from an employee's regular duty assignment (e.g., uniform officer on arrest; detectives' on-going investigations). "Carry-over Overtime" shall not be subject to equal distribution rules.
2. **Staffing Overtime** - Overtime due to staffing needs. Staffing Overtime shall be distributed on a rotating basis, as equally as practicably possible, among employees in the particular work unit who are qualified to perform the particular overtime work, by departmental seniority.

Employees who are not in the particular work unit or division will not be assigned to Staffing Overtime unless reasonable attempts to assign employees from within the work unit or division have failed.

3. **Special Event Overtime** - Overtime for planned events or assignments. Special Event Overtime shall be distributed on a rotating basis, as equally as practicably possible, among all sworn employees in the Department who are qualified to perform the particular overtime work, by departmental seniority.
- B.** Records for Staffing Overtime will be maintained at the Platoon or work section level. Records for Special Event Overtime will be maintained at the Department level.
- C.** Pay for overtime work will be paid no later than two (2) full pay periods following the pay period in which the overtime/court attendance slip is submitted and approved by the employee's supervisor.

Section 7.6. No Pyramiding. Compensation shall not be paid more than once for the same hours with the exception of the assignment of "guaranteed minimum hours" provided for in Section 8.3, entitled Call in Pay; Section 8.10, entitled Court Time Compensation; and/or Off-Duty Assignments as outlined in the Department's Standard Operation Procedures (SOP's); or any other guaranteed minimum hours that are established during the term of this Agreement.

ARTICLE 8
WAGES AND FRINGE BENEFITS

Section 8.1. Wages.

- a) Effective with the first pay period ending in October of 2009, there shall be no across-the-board wage increase.
- b) Effective with the first pay period ending in October of 2010, there shall be no across-the-board wage increase.
- c) Effective with the first pay period ending in October of 2011, there shall be no across-the-board wage increase. Effective with the first full pay period in April 2012, there shall be an across-the-board wage increase of three percent (3%).

Section 8.2. Police Vehicle Policy. In an effort to reduce the long-term costs to the City in maintenance, repairs and liability, a take-home vehicle program will continue on a phased-in process to the extent that funds are available in compliance with State and Federal law from the Police Confiscated Fund.

Purchase Orders for the purchase of the vehicles for the take-home program shall be issued within 60 days after the receipt of the State of Florida contracted bid prices (estimated in January of each year). Bargaining unit members who are participants in the Take-Home Vehicle Program as of October 1, 1997, shall continue in the Take-Home Vehicle Program as prescribed by the City Commission approved Policy and the Department S.O.P. Thereafter, priority for allocation of take-home cars shall be given to all eligible personnel by Departmental seniority.

To defray the operating expense incurred by the City as a result of the non-official use of take-home vehicles, employees shall be assessed a user fee for each biweekly period in which they have a car assigned to them. The fee shall be based on the location of their primary residence as shown below:

LOCATION	BI-WEEKLY FEE
Miami Beach	-0-
Dade County (other than Miami Beach)	\$25.00
Broward County	\$30.00
Palm Beach County (as limited below)	\$45.00 or \$75.00

Effective with the pay period upon ratification of this Agreement, employees will contribute an additional seven dollars (\$7.00) take-home vehicle user fee for an eighteen (18) month rolling period. The additional seven (\$7.00) contribution will be added to the take-home vehicle user fee amounts prescribed above. Upon the completion of the eighteen (18) month rolling period, the take-home user fee will revert back to the take-home vehicle user fee that is based on the location of the employee's primary residence as provided for above.

The take-home vehicle program shall be available to any sworn officer who was hired before July 18th, 2001 [the ratification date of 2000-2003 Agreement] who resides in Miami-Dade or Broward County. Except as stated in this section, the take-home vehicle program shall not be available to any sworn officer who is hired on or after July 18th, 2001 [the ratification date of the 2000-2003 Agreement] (except police applicants in the background process) and resides outside of Miami-Dade County but is available to a sworn officer who is living outside Miami-Dade County and moves back to Miami-Dade County.

As of July 2010, there were one hundred ten (110) cars allocated in the take home vehicle program for Broward County. Going forward, a number of vehicles to be determined (but no less than one hundred ten (110) vehicles) by the mutual agreement of the Police Chief and the FOP will be allocated for Broward County.

The four (4) police officers currently residing in Palm Beach County will be allowed to retain their take home cars and will continue to pay at their current rates (i.e., the \$45.00 or \$75.00 that applied to each of them respectively per the terms of the 2003-2006 Agreement) for their vehicles. When each one of these four (4) employees separate from City employment, the number of Palm Beach cars will be reduced as each employee leaves. Whenever one (1) of the four (4) Palm Beach County cars is eliminated, the number of Broward County take home cars will be increased by that same number. However, effective with the pay period upon ratification of this Agreement, these employees will contribute an additional seven dollars (\$7.00) take-home vehicle user fee for an eighteen (18) month rolling period. The additional seven dollar (\$7.00) contribution will be added to the take-home vehicle user fee amounts prescribed above. Upon the completion of the eighteen (18) month rolling period, the take-home user fee will revert back to the take-home vehicle user fee that is based on the location of the employee's primary residence as provided for above.

Employees may not park their cars in a location so as to circumvent the restrictions outlined in this section.

Section 8.3. Compensation Plan.

A) Entry Level Pay - Hired on or after October 1, 1997

1) Police Officer

- a) Non-Certified Hire - A newly hired, non-certified Police Officer will be placed in the Police Officer Trainee Step 1 rate of pay while attending the Police Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination the bargaining unit employee will be placed in Police Officer Trainee Step 2 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.

- b) Non-Florida Certified Hire Academy Required - A newly hired, Non-Florida certified Police Officer who is required to attend the Police Academy will be placed in the Police Officer Trainee Step 2 rate of pay while attending the Academy and until he/she receives notification of passing the State Certification examination. The pay period following the notification of passing the State Certification examination, the bargaining unit employee will be placed in Police Officer Trainee Step 3 rate of pay for the duration of his/her first year of service. Upon completing his/her first year of service, in accordance with Section 5 below, the bargaining unit employee shall be placed in Step A.

- c) Certified Hire with less than one (1) year of experience - A newly hired Police Officer with less than one (1) year of experience who is not required to attend the Police Academy shall be placed in the Police Officer Trainee Step 3 rate of pay for his/her first six (6) months of service and Step A for the duration of his/her first year of service.

- d) Certified Hire with or greater than one (1) year but less than three (3) years of experience - A newly hired Police Officer with or greater than one (1) year but less than three (3) years of experience shall be placed in Step A for the duration of his/her first year of service.

- e) Certified Hire with or greater than three (3) years of experience - A newly hired Police Officer with or greater than three (3) years of experience shall be placed in Step B for the duration of his/her first year of service.

2) Detention Officer

A newly hired Detention Officer will be placed in Step A of the pay scale for the duration of his/her first year of service.

- B) State Certification Re-examination** - In the event a newly hired Police Officer who is required to take the State Certification examination fails to pass said examination, he/she shall be placed on a leave of absence without pay until such time as he/she passes the State Certification examination. Said bargaining unit employee shall sign up for the next scheduled examination in the State of Florida and take the examination at his/her expense. In the event the bargaining unit employee fails the re-examination, his/her employment with the City shall terminate.

Section 8.4. Step and Longevity Increases. All step and longevity increases shall become effective on the payroll period commencing nearest the employee's anniversary date, as per current practice. A step increase shall be awarded based upon the employee receiving a satisfactory evaluation during that rating period, as per current practice.

Section 8.5. Shift Differential. At the time this Agreement was executed, the City maintained three standard shifts of work to-wit: a first shift starting approximately 11:00 p.m.; a second shift (also called "Day Shift") starting approximately 7:00 a.m.; and a third shift (also called "Afternoon Shift") starting approximately 3:00 p.m. For all work by the third shift performed after 3:00 p.m., effective October 1, 2006, the shift differential pay of forty-five cents (\$.45) per hour shall be increased to seventy-five cents (\$.75) per hour, which shall be added to the employee's hourly rate; and effective October 1, 2006, for all work by the first shift performed after 11:00 p.m., the shift differential pay of seventy-five cents (\$.75) per hour shall be increased to one dollar (\$1.00) per hour, which shall be added to the employee's hourly rate. If the City rearranges the shift scheduling or establishes any new shift, shift differential pay shall follow the above formula based on the time period in which a majority of hours are worked by the employee. Thus, if a majority of the non-standard shift hours are after 3:00 p.m., all the shift differential pay for all post 3:00 p.m. hours, effective October 1, 2006, shall be changed to seventy-five cents (\$.75) per hour. If a majority of the non-standard hours are after 11:00 p.m., all the shift differential pay for all post 11:00 p.m. hours, effective October 1, 2006 shall be changed to one dollar (\$1.00) per hour.

Section 8.6. Holidays. Consistent with the City Commission holiday resolution and current department practices, the holiday benefits presently enjoyed by the employees covered by this Agreement shall continue. Employees shall be paid double time for all hours worked on a holiday. Employees whose day off falls on a holiday shall be given another day off if they work on that holiday.

The following holidays shall be recognized as follows:

Holidays	Recognized Date
New Years Day	January 1
Independence Day	July 4
Veterans Day	November 11
Christmas Day	December 25

Section 8.7. Vacation Benefits. Consistent with applicable ordinances, the vacation benefits presently enjoyed by the employees covered by this Agreement shall continue.

In the event an employee is not allowed to take a vacation because of scheduling by the City, he will, at the option of the City, either be paid in lieu of vacation time not used, or be allowed to accumulate into the next calendar year pursuant to existing rules governing accumulation. However, in no event shall an employee be penalized by losing accumulated vacation time because he was unable to use it because of departmental needs. This Section shall not apply to sick leave accumulation.

Section 8.8. Sick and Vacation Leave Accrual and Payment on Termination. All employees covered by this Agreement shall, under applicable ordinances, rules, and regulations, be allowed to accrue no more than 500 hours on an annual basis, and, except in accordance with provisions for postponement of vacation leave as set forth in Article 8, Section 7, of this Agreement; be permitted to transfer sick leave in excess of 360 hours to vacation leave at the rate of two days' sick leave to one day vacation leave to be used in the pay period year when transferred; be permitted a maximum payment at time of termination, death, or retirement of, no more than 620 hours vacation leave and one half (1/2) of sick leave to a maximum of 600 hours.

1. All members covered under this Agreement shall be entitled to a termination payout of one-half (1/2) of his/her accrued sick leave up to a maximum payout of 600 hours.
2. An annual sick leave sell back program (payable on a dollar for dollar basis) will be established and implemented as stated in this section. The annual sick leave "sell back

period" shall cover each of the following fiscal years: October 1, 2005 through September 30, 2006; October 1, 2006 through September 30, 2007; October 1, 2007 through September 30, 2008; and October 1, 2008 through September 30, 2009. The payments for each annual sick leave sell back period will be made in the last pay period in November after the close of the applicable sell back period. The sick leave sell back program shall terminate at the end of the fourth annual sell-back period in 2009 (i.e., after the last payment in November of 2009). The sick leave sell back program will allow a qualified employee to sell back up to a maximum of 50 hours of sick leave at the end of each sell back period (i.e., the "sell back date" shall be September 30 of each fiscal year sell back period). However, the maximum number of sick leave hours that may be sold back on each sell back date shall be reduced by one hour for each hour of sick leave the employee used during the applicable annual sell back period (e.g., if an employee uses 10 hours of sick time he is only eligible to sell back forty (40) hours). In order to qualify for the sick leave sell back program, the employee must: (1) have been employed by the City throughout the entire sick leave sell back period being measured (i.e., the hire date must be more than 12 months before the applicable sell back date), and (2) the employee must maintain at least 360 hours of combined accumulated accrual of sick and vacation leave after each sell back date (i.e., the sick leave hours sold back as part of this program cannot drop the employee below the combined total of 360 hours of accrued sick and vacation leave).

However, this program shall not be in place for the term of this Agreement (October 1, 2009 through September 30, 2012).

Section 8.9. Bereavement. When there is a death in the immediate family (mother, father, grandparents, grandchildren, current spouse's parents, brother, sister, current spouse, children or stepchildren or domestic partner as defined in the Domestic Partner Leave Ordinance of an employee), he or she shall be allowed two (2) days off (or four (4) scheduled work days off per death if the funeral is held outside the State of Florida) for each death for the purpose of making arrangements and/or attending the funeral, without loss of pay and without charge to accrued sick leave or vacation days of said employee. In such circumstances, additional time off may be granted at the discretion of the Chief of the Police Department, and shall be chargeable to the accrued sick or vacation leave of such employee. Requests for additional time off shall be submitted in writing to the Chief.

Section 8.10. Court Time Compensation. For attendance at court during off-duty hours for purposes related to employment with the City, employees shall be provided with time and one-half pay for such time spent at court with the following minimum hourly guarantees:

- (a) During an employee's off-duty hours, a minimum of four (4) hours per day shall be guaranteed. However, if the employee's first court appearance begins within one (1) hour of the start of his/her shift or ends within one (1) hour after the end of his/her shift, a minimum of two (2) hours per day shall be guaranteed.
- (b) For the employee's second off-duty appearance in the same day, an additional two (2) hour minimum shall apply after the expiration of four hours (or two hours if the initial two-hour minimum was in effect).
- (c) For the employee's third off-duty appearance in the same day, an additional one (1) hour minimum shall apply after the expiration of six hours (or four hours if the initial two-hour minimum was in effect).
- (d) No Pyramiding. Compensation shall not be paid more than once for the same hours.

Section 8.11. Out-of-Classification Pay. When an employee is assigned by the shift commander to perform at the level of a higher rank, he shall be paid for the duration of the assignment at an hourly rate of pay of two dollars (\$2.00) higher than his/her regular rate; provided that this shall in no way constitute an obligation to assign an employee to a higher classification under any circumstances and it is recognized that the City retains the right to determine when and for how long an employee will be temporarily assigned to a higher classification.

Section 8.12. Standby Pay. When an employee is placed on standby during off-duty hours by order of the shift commander for the purpose of being available to return to duty to handle emergency crowd control or natural disasters, he will be paid one-half (1/2) of his regular base rate for all standby time up to a maximum of eight (8) full-time hours in a twenty-four (24) hour period starting with the time he is notified to stand by. Standby remuneration shall cease at the earlier of sixteen (16) hours in a twenty-four (24) hour period or when the employee is notified by order of the shift commander that the standby order is rescinded. Standby hours shall not be considered as hours worked for purposes of overtime.

Section 8.13. Call-In Pay. An employee who is called in to work outside of his normal tour of duty will be paid a minimum of two (2) hours' compensation at a rate of time and one-half the regular hourly rate, except when contiguous to the employee's regular schedule.

Section 8.14. Sunglasses and Prescription Glasses. The City agrees to reimburse employees for the purchase or repair of sunglasses and prescription eyeglasses with a maximum allowable reimbursement of sixty (\$60.00) dollars per employee in a twelve (12) month period, when they are lost or damaged while the employee is engaged in active police work such as arrests, pursuit, physical conflict or vehicular accidents.

Section 8.15. Field Training Officer. When an employee who has completed the field training officer program is assigned to on-duty training of a trainee or new police officer, the field training officer will receive an additional \$1.00 per hour for each hour(s) he is assigned to train. However, effective the first pay period of October 2010, those officers assigned by the Chief of Police (or his designee(s)) to a Field Training Officer assignment will receive an allowance of \$114.94 during each pay period that they are assigned to the Field Training Officer Program, in lieu of the current \$1.00/hour (as stated above). The Chief of Police, or his designee, in his sole discretion, may assign Officers to Field Training Officer (FTO) assignment.

Section 8.16. Injury Service Connected. For two (2) sixteen (16) week periods, the City agrees to compensate any member of the bargaining unit with the difference between the weekly disability workers' compensation benefit received or which the employee is entitled to receive, and his or her regular rate of pay for any time lost from work due to injuries sustained under the following circumstances:

- 1) While on duty and entitled to be paid by the City; or
- 2) While reasonably exercising police officer functions within the City limits of Miami Beach while off duty; or while working a departmentally sanctioned off-duty job; or
- 3) While exercising police officer functions when there is a physical danger to a person and the employee takes reasonable action off duty in the state of Florida; or
- 4) When operating a City vehicle, being duly authorized to do so by the City; or while on a reasonably direct travel route to or from work and home in their private vehicle while within the City limits.
- 5) In the circumstances described above (subparagraphs 1 through 4), the City agrees that it is and will consider itself the employer and the employee the City's employee.

After the advice and comments of the Police Chief and the FOP President, the City Manager, at his sole discretion, may extend the above described I.S.C. payments beyond thirty-two (32) weeks. This decision is not subject to grievance or arbitration. The approvals for receipt of this compensation as presently required shall be continued.

Section 8.17. Special Assignment Allowance. Employees assigned on a permanent basis to motorcycles shall receive a special assignment pay of five percent (5%) in accordance with existing practice.

Employees assigned to work a 5-8 shift shall receive a special assignment pay of two and one-half percent (2-1/2%). Employees who are on 5-8 light duty because of non-service connected injury or illness shall not receive the special assignment pay. Employees who are on 5-8 light duty because of service-connected injury or illness, where the City doctor approves a 40-hour work schedule, and who have demonstrated the ability to work a 40-hour workweek, shall receive the special assignment pay for all hours worked on 5-8's. If the ISC light duty employee takes off work and receives ISC payments, the employee will not receive the two and one-half percent (2-1/2%) special assignment pay for time not worked.

Section 8.18. Extra Weapon. Employees will be allowed to carry a concealed, extra weapon while on duty, as approved by the range master.

Section 8.19. Quality of Life. The City agrees to continue a Quality of Life Program. Effective with the first full payroll period beginning after September 30, 2009, a supplement of \$57.60 per pay period for those employees participating in the program. Beginning with the first full payroll period after September 30, 2010, the supplement will be increased to a rate of \$67.00 per pay period for those employees participating in the program. The Police Chief or his designee shall develop certification requirements which employees must meet to be eligible for any Quality of Life supplemental payments. The Quality of Life supplement will be made available to all qualifying Bargaining Unit Members.

Section 8.20. Forced Holdover. If an employee is forced to stay beyond the hours of his/her regular shift, such additional hours will be paid at double the regular rate. This provision applies to minimum staffing purposes only and does not include unexpected or special events such as, hurricanes or other acts of God, demonstrations, holiday or special events, etc.

Section 8.21. Pension. The pension benefits as they currently exist shall continue for all Bargaining Unit Members (except Detention Officers who are members of the City's general employees pension plan), except that the City shall amend the pension plan upon ratification of this Agreement, to provide the following benefits for plan members who retire on or after September 30, 2010 (except as otherwise specified below):

- A. Upon completion of ten (10) years of creditable service under the pension system members may purchase additional creditable service under the System for up to two (2) years of full-time public safety service as a law enforcement officer prior to City employment, provided the member is not entitled to receive a benefit for such service under another pension plan, and further provided that the member may not purchase a combined total of more than four (4) years of creditable service for prior public safety service and prior military service. The cost for each year of creditable service for prior public safety service purchased shall be the same rate as provided in the plan for the purchase of military service, with the cost prorated for fractional years of service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.
- B. Upon completion of 10 years of creditable service under the pension plan, members may also purchase up to an additional six percent (6%) multiplier, in increments of three percent (3%), provided the combined total of additional years of creditable service purchased pursuant to paragraph (A), above, may not exceed two (2) years if a member purchases an additional six percent (6%) multiplier, or three (3) years if the member purchases an additional three percent (3%) multiplier. The cost for each additional three percent (3%) multiplier purchased shall be the same as the cost for each year of prior public safety service or military service. For purposes of this purchase, an employee may use the value of accrued sick and/or annual leave, valued at the employee's hourly rate at the time of purchase.
- C. The purchase of additional service provided in subsection A, above, and the purchase of the additional multiplier provided in subsection B, above, must be completed within 36 months following September 30, 2010, or within 36 months following a member's completion of 10 years of creditable service under the pension plan, whichever occurs later for the member. If a member does not complete the purchase within the 36 month period, he/she shall not be eligible for the purchase in the future.
- D. Upon reaching eligibility for normal retirement, a member may elect to apply unused sick and /or vacation time at 100% value (along with the 10% pension contribution) for purpose of calculating a member's final average monthly earning, not to exceed the caps presently specified in the Miami Beach Police and Fire Pension Ordinance.
- E. Effective upon ratification of this contract, all compensation for work performed pursuant to Off-Duty Assignments, as outlines in the Department's Standard Operating Procedures (SOP's), shall be included in a member's salary for pension purposes, and shall be used

in the calculation of member contributions and benefits. Provided, in no event shall the value of unused sick and/or vacation time, overtime pay, and/or off-duty pay, cannot exceed the caps presently specified in the Miami Beach Police and Fire Pension Ordinance.

F) **DEFERRED RETIREMENT OPTION PLAN (DROP).**

- 1) **Eligibility** - Any active employee member of the Miami Beach Police and Firefighters Pension Plan may enter into the DROP on the first day of any month following the date upon which the employee first became eligible for a normal service retirement, subject to the conditions expressed herein or as modified from time to time.
- 2) **Conditions of Eligibility** - Upon becoming eligible to participate in the DROP, an employee may elect to enter that program for a period not to exceed 36 months. Notwithstanding, participation may not continue beyond the date when the employee's combined years of creditable service and time in the DROP equals 352 months (387 months for employees who were Plan members prior to July 1, 1976), except for those persons entering the DROP under the window period set forth in Paragraph 11 below. Employees who enter the DROP on or after September 1, 2012 shall be eligible to participate for a period not to exceed sixty (60) months. Notwithstanding, for those employees entering the DROP on or after September 1, 2012, participation may not continue beyond the date when the employee's combined years of creditable service and time in the DROP equals 376 months (390 months for members hired after the ratification of this contract). Provided also that participation in DROP shall require the employee to complete and submit the following prior to start of DROP payments.
 - a. Such forms as may be required by the Pension Board of Trustee's Plan Administrator. Election in the DROP is irrevocable once DROP payments begin.
 - b. A waiver and an irrevocable resignation from employment with the actual date of termination being the date designated by the employee as the end of his/her DROP participation. The administration and timing of execution and delivery of the waiver and resignation forms shall meet the requirements of the Age Discrimination in Employment Act and the Older Worker's Benefits Protection Act, as same may be amended from time to time.
- 3) **Conditions of Employment for DROP Participants** - Employees shall be subject to termination of employment while in DROP to the same extent as they were in their pre-DROP status. A person who has elected the DROP remains an employee

during the DROP period and receives all the benefits of being an employee during the DROP period, except any form of pension contribution.

4) **Effect of DROP Participation**

- a. An employee's credited service and his/her accrued benefit under the Pension Plan shall be determined on the date of his/her election to participate in the DROP first becomes effective.
- b. The employee shall not accrue any additional credited service while he/she is a participant in the DROP, or after termination of participation in the DROP.
- c. A DROP participant is not eligible for disability benefits from the Plan.
- d. An employee may participate in the DROP only once.
- e. Effective with the start date of an employee's DROP participation, contributions to the Pension Plan by the employee and the normal cost contribution to the Pension Plan by the City, on behalf of the employee, shall cease.

5) **Payments to DROP Account** - A DROP account shall be created for each member who elects to participate in the DROP. A DROP account shall consist of amounts transferred to the DROP from the Plan, which include the monthly retirement benefits, including any future cost of living increases, that would have been payable had the member elected to cease employment and receive a normal retirement benefit upon commencing participation in the DROP, and earnings on those amounts. Provided, employees who enter the DROP on or after September 1, 2012, shall receive a zero percent (0%) cost of living adjustment for the third (3rd) and fourth (4th) annual adjustment dates, regardless of whether the employee remains in the DROP for the maximum five (5) year period. Provided further, any employee who exits the DROP within six (6) months following the date of DROP entry, shall be eligible for the cost of living adjustment as otherwise provided in the current pension plan.

6. **DROP Account Earnings**

- a. Members may direct their DROP money to any of the investment options offered and approved by the Board. Any losses incurred by the participant shall not be made up by the City or the Pension Plan. The selection of these programs shall be made by the participant on forms provided by the Board. Any and all interest and or earnings shall be credited to the participant's DROP account.

- b. A member's DROP account shall only be credited or debited with earnings while the member is a participant in the DROP and, depending on the DROP Account Payment Options selected, after the member dies, retires, or terminates employment with the City of Miami Beach.
7. **Payment of DROP Account Funds** - Upon termination of a member's employment (for any reason, whether by retirement, resignation, discharge, disability, or death), the retirement benefits payable to the member or to the member's beneficiary shall be paid to the member or beneficiary and shall no longer be paid to the member's DROP account. No payments will be made from the DROP account until the member terminates employment.
8. **DROP Account Payment Options** - Following the termination of a participant's employment, the participant shall select one of the following options to begin to receive payment from his/her DROP account. Said selection shall occur no later than 30 days prior to the end of the DROP participation period or within 30 days following the termination of a participant's employment if said termination of employment occurs prior to the end of the DROP participation period:
- a. **Lump Sum** - All accrued DROP benefits, plus interest, shall be paid from the DROP in a single lump sum payment.
 - b. **Partial Lump Sum** - A member designated portion of accrued DROP benefits, plus interest, shall be paid from the DROP in a partial lump sum payment with the remainder being directly rolled over into an eligible retirement plan.
 - c. **Direct Rollover** - All accrued DROP benefits, plus interest, shall be paid from the DROP directly to the custodian of an eligible retirement plan.
 - d. Other method(s) of payment that are in compliance with the Internal Revenue Code and adopted by the Pension Board of Trustees.
9. **Death of DROP Participant** - If a DROP member dies before his/her account balances are paid out in full, the participant member's designated beneficiary shall have the same rights as the member to elect and receive the pay-out options set forth in Paragraph 8, above. DROP payments to a beneficiary shall be in addition to any other retirement benefits payable to the beneficiary.

10. **Administration of DROP Accounts**

- a. The Pension Board of Trustees shall make such administrative rules as are necessary for the efficient operation of DROP, but shall neither create any rule that is inconsistent with the legislation creating the Drop, nor any rule that would be a mandatory subject of collective bargaining.
- b. At all times, the DROP will be administered so that the Plan remains qualified under the Internal Revenue Code and is in compliance with the Internal Revenue Code and applicable laws and regulations.

11. If any provision of this DROP should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation, or by judicial authority, or by an IRS regulation/ruling, the City and the Union agree to meet within 30 days of such determination for the purpose of negotiating a resolution to the invalid provision(s).

In the event that provisions of the Internal Revenue Code operate to limit the benefit amount of employee coverage by the pension provision incorporated in this Agreement to an amount less than set forth in the pension Plan then the City and the Union shall negotiate a method to compensate the affected employee for the difference between the normal pension benefit and the limits allowed by the Internal Revenue Code provided that no such resolution shall jeopardize the exempt status of the Plan under the Internal Revenue Code.

G. Pension Benefits for employees hired on or after ratification of this Agreement, shall be as provided in the current pension plan, except as follows;

- 1) The benefit multiplier shall be three percent (3%) for each year of credible service for the first 20 years of service, and four percent (4%) for each year of creditable service after 20 years of creditable service.
- 2) The normal retirement date shall be as provided for in the current pension plan, except that a member must attain age 48 to be eligible for "Rule of 70" retirement.
- 3) Final average monthly salary shall be based on the three (3) highest paid years or last three (3) years as the case may be, prior to retirement or separation from employment.
- 4) The cost of living adjustment shall be one and a half (1.5%) annually.

- 5) Employees who enter the DROP shall receive a zero percent (0%) cost of living adjustment for the third (3rd) and fourth (4th) annual adjustment dates, regardless of whether the employee remains in the DROP for the maximum five (5) year period. Provided further, any employee who exits the DROP within six (6) months following the date of DROP entry, shall be eligible for the cost of living adjustment as otherwise provided in Section 7.23 (G) (4).

Section 8.22. Premium Pay Supplement Contingent Upon the Department's Obtaining and Maintaining Certain Accreditations. In recognition for obtaining and maintaining the accreditations described below, the following premium pay supplements will be paid under the following terms:

1. All bargaining unit members shall be paid a premium pay supplement of \$40.00 per pay period for as long as the Police Department maintains Accreditation by the Commission on Accreditation for Law Enforcement Agencies (CALEA).
2. Accreditation by the State Commission for Florida Law Enforcement. A separate conditional accreditation premium pay supplement in the amount of \$10.00 per pay period shall be paid to all bargaining unit employees in the Police Department for accreditation from the State Commission for Florida Law Enforcement, Inc

If either of the accreditations provided for in subsections (1) or (2) above are discontinued for reasons unrelated to the action or inaction of bargaining unit members, then the supplement shall continue.

Section 8.23. Buyback of Probationary Time. Employees covered by this Agreement may elect, by written notice served on the Board of Trustees, to receive creditable pension service time for any or all of their time served as probationary police officers. In order to receive such creditable pension service time, employees should be allowed to purchase any or all of such time through the use of accrued annual leave, sick leave, cash or any combination thereof. In the event such purchase is not made within six months of successful completion of probationary period, the amount paid shall include interest at the rate of three percent (3%) per annum excluding first six (6) months.

Section 8.24. "Me Too" with the IAFF. The FOP reserves the right to a "me too" agreement with the IAFF should the City modify the IAFF agreement on parallel issues, with the exception of Court time and Alternate Holiday Pay.

Section 8.25. CJSTC Police Instructor Incentive Pay. Effective with the first full payroll period beginning after September 30, 2010, the City will pay, under the terms stated in this

section, an incentive pay of two and one-half percent (2.5%) of the officer's base pay (as stated below) for up to a maximum of fifty (50) police officers who obtain and maintain certification from the Criminal Justice Standards and Training Council (CJSTC) as Police Instructors:

- A. No more than fifty (50) FOP employees will be eligible to receive the two and one-half percent (2.5%) Police Instructor Certification pay.
- B. Additional FOP employees (up to the fifty (50) employee maximum) must be qualified for the incentive pay by meeting all of the following requirements: (1) a minimum of six (6) years of full-time experience as a certified law enforcement officer employed by a State, County or Municipal Police Department; and (2) passing the required CJSTC Police Instructor Training Course; and (3) have no record of disciplinary action during the twelve (12) month preceding the date of application for the benefit. FOP employees will qualify (not to exceed the fifty (50) employee cap) on a first come basis, based on the date of each employee's submission of the completed written request to the Police Chief or designee.
- C. Newly qualified FOP employees (up to the fifty (50) maximum limit), shall start receiving their two and one-half percent (2.5%) pay on the next payroll period beginning after the FOP employee has submitted to the Police Chief (or designee) a written request that includes a copy of the CJSTC Instructor Certification, and proof that he/she has met all other requirements as set forth in this section.
- D. Employees shall remain solely responsible for obtaining and maintaining a State Certified CJSTC Certificate. All costs involved in obtaining and/or maintaining the certification shall remain the responsibility of the employee. Failure to have a current certification shall constitute an automatic disqualification from the two and one-half percent (2.5%) incentive pay.
- E. The value of the two and one-half percent (2.5%) incentive pay shall be determined based upon only the base wage of the officer, i.e. no additional incentives or other extra payments or benefits are included in the two and one-half percent (2.5%) pay. The total incentive pay for the Police Instructor Certification benefit will remain at two and one-half percent (2.5%) regardless of any additional certifications that the FOP employee may receive through the CJSTC.
- F.

ARTICLE 9
F.O.P. HEALTH TRUST

Section 9.1. For Calendar Year 2010, the City will continue to fund the current contribution amount for health care. Such contribution is currently:

Single: \$402.06
Family \$985.59

In future years, the City's contribution shall increase based on the Miami Beach Fraternal Order of Police Insurance Trust Fund's annual cost projections based on claims experience and administrative costs as determined by its qualified consultant and documents supporting the annual percent increase; however, the City's increase to the current contribution amount to the health trust shall not exceed the average of the straight line percentage** increase in premiums for the City's various medical plan options.

However, at the end of each calendar year, no later than February 1st, the FOP will provide the actual cost increase for the FOP Trust for the prior year. Actual costs shall include all liabilities of the Trust inclusive of administrative costs. If the payments made by the City to the FOP Trust exceeded the actual FOP trust increase for the prior year, then the excess amount paid by the City for the prior year will be subtracted from any projected cost increase for the current year. If the payments made by the City to the FOP Trust do not exceed the actual increase to the FOP Trust for the prior year, then there will be no reduction made to any projected cost increase for the current year. If the payments made by the City to the FOP Trust are equal to the actual FOP Trust for the prior year, then there will be no reduction made to any projected cost increase for the current year. Cost reductions of the Trust attributable to design changes shall not be included for purposes of calculating any credit to the City. The City shall be notified in writing of all design changes and projected cost savings associated with those changes within 30 days of the effective date of the proposed changes. Any amount over the ten month reserve shall be credited to the City. In addition, there shall be no change to the formula used to calculate the ten month reserve amount. The "ten month reserve" shall mean the sum of ten (10) times the average of the most recent twelve (12) months, plus cost and liabilities.

Conversely, if the City's renewal rate is flat, or a negative percent, then the City's contribution to the health trust for that particular year will be based on the average percent increase of the actual cost increase for the Trust for the prior three (3) years, which shall not exceed the average of the City's straight line averages for those three (3) years.

Example #1	Example #2	Example #3
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(City pays more than the actual cost)	(City pays less than the actual cost, but equal to the projected cost and the straight line cap)	(City pays the same as the actual cost)
FOP Projected Cost – 10%	FOP Projected Cost – 7%	FOP Projected Cost – 7%
City Straight line Average – 7%	City Straight line Average – 7%	City Straight line Average – 7%
City pays 7%	City pays 7%	City pays 7%
Actual FOP Cost – 5%	Actual FOP Cost – 10%	Actual FOP Cost – 7%
Credit to City – 2%	No change	No change

(The City's straight-line average is the cap in all cases.)

The City's contribution amounts will help fund the level of benefits provided under the current plan as of the date this contract is signed*. If plan design changes cause an increase in the Trust fund premium, the City is not required to increase its contribution as a result of the plan design change.

Financial disclosure reports are to be presented from the Trust to the City Manager's designee for Labor Relations no later than July 1st of each year. Such report must include the increase percent identified by the Trust's plan consultant for the following City fiscal year. The City understands that it will provide the final renewal rates prior to October 1st of each year. The Trust shall provide the report detailing the actual cost for the prior year no later than February 1st to the City Manager's designee for Labor Relations.

The City's designee for Labor Relations will be notified of the annual meeting at which benefit changes are under consideration and the City shall be allowed to send a representative to that meeting. Also, any consulting reports analyzing benefit changes will be provided to the City for purposes of that meeting.

*Upon ratification of this agreement, the parties shall supply each other with the current plan designs in effect for calendar year 2010.

**The straight line average is defined as the total of the percentage increase in premium for each of the City's medical plan options divided by the number of the City's medical plan options.

In addition:

- a) Effective July 1, 2010, or upon ratification of this Agreement, whichever is later, all bargaining unit employees shall contribute five percent (5%) of their gross compensation to offset the City's contributions to the Health Trust. This five percent (5%) contribution shall discontinue after eighteen (18) months.
- b) For all current retirees and active employees on the payroll as of the date of ratification of this Agreement, all employees presently in the DROP, and all eligible dependents under the current eligibility rules, the City contribution for those current retirees and current employees who become future retirees for health coverage shall be equal to the City's Health Trust contribution formula for active employees. Furthermore, the contributions for those current retirees and current employees who become future retirees and their eligible dependents shall be no less than the current value of the contributions for active employees and their eligible dependents. This Agreement shall be reduced to writing and made individual contracts and shall be vested benefit throughout retirement.
- c) Employees hired after the ratification of this Agreement, who elect to be covered by the Miami Beach Fraternal Order of Police Insurance Trust Fund Plan, to the extent they choose to have medical benefits provided to them and their dependents during retirement, shall receive a health insurance stipend in lieu of a City contribution to the Trust on behalf of those employees after their retirement. The stipend shall be a monthly payment equal to twenty-five dollars (\$25) per month for each year of creditable service, subject to an annual increase based on the Miami-Ft. Lauderdale All Urban Consumer Price Index (U-CPI) as of September 30th of each fiscal year.

Section 9.2.

- (a) All eligible employees and their dependents described in Section 7 shall be eligible to enroll in the F.O.P. Health Trust Plan and shall not be eligible to participate in the City Plan during their employ or retirement for so long as the F.O.P. Trust exists.
- (b) A non-bargaining unit sworn police officer who elects to enroll in the F.O.P. Health Plan may apply to the Trust and will be enrolled upon leave of the Trustees, and thereafter will be deemed to be a covered employee provided he or she meets the following criteria:

- (i) Must be on the City Police Department Payroll at the time of enrollment;
- (ii) Must be an F.O.P. member for two years (or length of time in Department if less than two years) prior to enrollment, and must maintain membership throughout the period of coverage;
- (iii) Must meet insurability criteria satisfactory to Trustees; and
- (iv) Must make the election within thirty (30) days after appointment out of the bargaining unit.

Section 9.3.

- (a) All covered employees and covered retirees shall be allowed to continue under the City's Dental Plan as it may exist.
- (b) The City shall also contribute to the Trust the amount of premium it is paying for term life insurance for covered employees and covered retirees.

Section 9.4. The City's Insurance Plan shall be responsible for the runoff of all claims incurred prior to the time the F.O.P. Health Trust Plan went into effect.

Section 9.5. The City shall be provided with a copy of the F.O.P. Health Trust Plan booklet and the Trust Agreement, and any other information required by law and shall be apprised of any changes in the Trust Agreement and/or Plan benefits. Additionally, a copy of the Trust's annual C.P.A. audit report shall be sent to the City Manager's designee for Labor Relations and the Trust or their designee shall in a reasonable time period answer reasonable inquiries concerning the finances of the Trust.

Section 9.6. 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. Health Insurance Trust and Plan, except if the City's acts or omission give rise to its own liability.

Section 9.7. Employees in the bargaining unit eligible for inclusion in the Health Trust Plan must be employed at least ninety (90) days and be on the City Police Department payroll.

Section 9.8. Employees covered by this Agreement who retire, resign, or are terminated by the City must be vested in the Police pension plan at the time of such retirement, resignation or termination in order to receive a contribution by the City towards his/her health insurance premium after such retirement, resignation or retirement.

Section 9.9. Employees in the bargaining unit shall be eligible to participate in the City's voluntary benefits plan, which may be modified by the City from time to time. The voluntary benefits plan shall be administered by the City.

ARTICLE 10
EDUCATIONAL LEAVE AND TUITION REFUND

Subject to applicable Personnel Rules, an employee may request an educational leave of absence without pay to take a course or courses in a field related to the work assignment of said employee. The City's tuition refund program shall be continued for the term of this Agreement.

ARTICLE 11
GENERAL PROVISIONS

Section 11.1. Safety and Health. The City and the FOP shall cooperate in matters of safety and health affecting the employees covered by this Agreement.

Section 11.2. FOP Activity and Non-Discrimination. Neither the City nor the FOP shall discriminate against any employee due to that employee's membership, non-membership participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the FOP.

No employee covered by this Agreement shall be discriminated against because of race, creed, national origin, religion, sex, sexual orientation, ethnic background or age in accordance with applicable State and Federal laws. The FOP agrees to cooperate with the City in complying with Federal, State and local laws requiring affirmative action to assure equal employment opportunity. The parties will comply with the Americans with Disabilities Act.

Section 11.3. Reduction In Work Force. When there is a reduction in the work force, employees will be laid off in accordance with their length of time in grade service and their ability to perform the work available and applicable veterans preference laws. When two or more employees have equal ability, the employee with the least amount of service will be the first one to be laid off. When the working force is increased after a layoff, employees will be recalled in the order of seniority, with employees with greater seniority recalled first. Notice of recall shall be sent to the employee at the last known address by registered mail or certified mail. If an employee fails to report to work within thirty (30) days from date of receiving notice of recall, he shall be considered to have quit. No new employee will be hired into the bargaining unit as long as any bargaining unit employee remains on lay-off status.

During the course of this Agreement, no employee will be laid off and no employee will be demoted (except for disciplinary demotions).

Section 11.4. Uniforms and Clothing Allowance. The City will continue its present policy concerning uniforms. The uniformed personnel's monthly maintenance allowance shall be Sixty Dollars (\$60) per month for a total of \$720.00 per year to be paid out in twenty-six (26) bi-weekly payments.

For those sworn employees assigned to work in civilian clothes, they shall receive a monthly allowance to Eighty-Five dollars (\$85.00) per month for a total of \$1,020.00 per year to be paid out in twenty-six (26) bi-weekly payments.

When transferred into the Criminal Investigation Unit or other unit requiring civilian clothes, the City will advance the employee, at his request, the sum of Four Hundred Twenty Five Dollars (\$425.00) for the purchase of clothing. The employee affected shall agree to relinquish the Eighty-Five Dollar (\$85.00) per month clothing allowance for the following five months, and shall also agree to reimburse the City for any pro-rata amount in the event of transfer, termination, resignation, or retirement prior to completion of five (5) months in the civilian clothes assignment. If the reimbursement is caused by a transfer, the reimbursable amount shall be collected at the rate of Eighty-Five Dollars (\$85.00) per month.

Section 11.5. Disclosure of Records. Employees will not have information contained within any of their files disclosed to persons other than managerial and supervisory employees unless the person requesting such information (including home telephone number, address, etc.) shall complete and sign a "Request for Information" form and present proper identification, provided, however, that information which is made confidential by state or federal statute shall not be disclosed except in accordance with the requirements of law. The request form shall have provision for the name, address, and telephone number of the person requesting the information and the reason for the request. A copy of any such request form completed shall be left in the employee's personnel file.

Section 11.6. Transfers. It shall be the sole right of the Chief of Police or his designee to transfer employees of the Department. When a transfer is a change in an employee's unit assignment, reasonable advance notice as is practicable under the circumstances shall be given. If a transfer is a permanent change in an employee's shift or days off schedule, the employee shall be notified no less than five (5) workdays prior to the transfer in order that the employee may arrange for an orderly change.

The five (5) day notice may be waived by the employee and it need not be given when unforeseen needs of the Department or emergency conditions require that temporary changes be made with little or no advance notice.

Section 11.7. Meeting Between Parties. At the reasonable request of either party, the FOP President, or his representative, and the City Manager, or his designee for Labor Relations, shall meet at a mutually agreed upon time and place to discuss matters that require immediate discussion.

Section 11.8. Negotiating Sessions. Time and dates for negotiating sessions shall be mutually agreed upon. Up to three (3) on duty FOP representatives shall be permitted to attend negotiating sessions without loss of pay or benefits if they were otherwise scheduled to work.

Section 11.9. Job Descriptions. It is understood by the parties that the duties enumerated in the job description promulgated by the City are not always specifically described and are to be construed liberally. The City agrees to notify the FOP of any change in the job description of any classification in this bargaining unit.

Section 11.10. Defense of Members. In the event any action for civil damages is brought against a member of the bargaining unit hereunder individually, and the City is not made a party to any such action, and if the employee hereunder is found liable and a judgment for damages is rendered against him, the City will itself or through insurance pay such damages and counsel fees for the employee providing the employee's liability results from action of the employee arising out of and in the course of his employment hereunder, and further providing that such judgment against the employee does not result from the wanton and willful action of the employee.

Section 11.11. Personnel Rules and Departmental Manual. Copies of the Personnel Rules and Regulations will be kept by Majors and Captains whose copies will be available to members of the bargaining unit upon request.

A copy of the manual of the Police Department is provided to all employees in the department and proposed changes in said manual will be supplied to the President of the FOP or his designated representative before implementation and an opportunity to discuss the changes will be afforded. Any changes to SOP's shall contain a detailed legislative style description of the proposed changes.

Section 11.12. Incorporation of Personnel Rules. Any personnel rules agreed upon by the parties for incorporation in this collective bargaining agreement shall be set forth in an addendum to this Agreement.

Section 11.13. Medical Leave of Absence. After this Agreement is ratified, any employee requesting time off without pay as a Medical Leave will be granted the time requested up to one (1) month, or longer at the Chief's discretion. Employees may use any accumulated leave time or comp time during this leave.

ARTICLE 12
SEPARABILITY

If any provision of this Agreement is held to be in conflict with any law as finally determined by a court of competent jurisdiction, that portion of the Agreement in conflict with said law shall be inoperative and subject to immediate renegotiation for a replacement provision, but the remainder of the Agreement shall continue in full force and in effect.

ARTICLE 13
TIME BANK

A Time Bank shall be authorized by the City of Miami Beach, whereby members of the bargaining unit may voluntarily donate accrued annual leave and sick leave to an FOP Time Bank to be used as follows: (a) the President, or his designee(s), may draw from such Time Bank, thereby detaching said person(s) from the normal course of their City assigned duties in order that they may be permitted to perform duties in keeping with the obligations of the FOP to its membership, and/or (b) by FOP members pursuant to Ordinance No. 1335, and pursuant to rules and regulations to be established by the FOP that is not otherwise inconsistent with this article or Ordinance No. 1335. The FOP President, along with the Chief of Police (or designee) will establish a committee of three (3) members whose purpose is to create the rules and regulations mentioned in subpart b herein. The composition of the Time Bank Committee shall be determined as follows: the FOP President shall appoint one (1) individual to serve on the Time Bank Committee; the Chief of Police (or designee) shall appoint one (1) individual that shall serve on the Time Bank Committee and both the FOP President and the Chief of Police shall jointly appoint one (1) active FOP bargaining unit member to serve on the Time Bank Committee. The Time Bank shall not be utilized for the purpose of attending collective bargaining sessions between the FOP and the City of Miami Beach.

Time will be deposited into the Time Bank only after the contributor voluntarily signs an authorization card detailing the type and amount of time to be donated. After review by the FOP President or his representative, these cards are to be forwarded on a quarterly basis to the Chief of Police for his review, and if appropriate, approval. If approved, the Chief of Police will then forward this material to the Support Services Division, who shall take appropriate action to implement the provisions of this section.

Time deposits shall be in hourly increments, with three (3) hours being the minimum amount accepted.

The President, in his own behalf or on behalf of his designee(s), shall fill out the appropriate form to be supplied by the city for each employee authorized to draw from the Time Bank. Said form shall be submitted by the President at least five (5) days in advance of anticipated use. This form shall also include the statement that:

"Upon deduction of time by the City, the undersigned officer agrees to hold the City harmless for any error or omissions in making said deduction or allocating the deducted time to the time pool."

This request shall be reviewed by the Chief of Police, or his designee, and approved subject to the manning requirements of the department. Such approval shall not be arbitrarily withheld. Such approval, once having been authorized, may be rescinded subject to the manning requirements of the department.

Time donated to the Time Bank shall be converted to the salary dollar equivalent of the donor(s), and time used shall be in salary dollar equivalents of the employee(s) using the pool time. Time donations shall not increase in value. For purposes of computation, only base pay and longevity will be used. Time donated but not used will not be retrievable and will remain in the Time Bank for so long as this provision is effective. In the event the Time Bank is discontinued, the FOP shall be entitled to use the hours remaining pursuant to the provisions of this section.

Any injury received or any accident incurred by an employee whose time is being compensated by the FOP Time Bank, 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 the employee(s) employment by the City of Miami Beach within the meaning of Chapter 440, Florida Statutes, as amended.

ARTICLE 14
DRUG TESTING

Upon reasonable belief, based upon objective factors, that an employee has used an unlawful drug, the Chief of Police or, in his absence, the Assistant Chief, may direct the employee to submit to a urinalysis for detection of drugs. In the case of a drug test, the following conditions will be applicable:

- (a) A split sample of the urine will be obtained so that two different laboratories to be selected by prior agreement of the City and the FOP may test the urine if desired:
- (b) If the employee claims that there is not a reasonable belief, based on objective factors, that the employee has used an unlawful drug, the urine will be frozen pending an expedited arbitration held before whichever of the three pre-agreed upon local arbitrators (to be selected by the City and the FOP) is first available on a rotating basis.

The sole issue before the arbitrator shall be whether there was reasonable belief to direct a test as set forth above.

- (c) If the arbitrator finds there is not reasonable belief, the urine specimens shall not be tested and shall be discarded.
- (d) If the arbitrator finds there is reasonable belief, or if no challenge to the reasonable belief basis has been made, then one urine specimen shall be tested by the laboratory selected by the parties.
- (e) All tests for an unlawful drug will be by an agreed upon gas chromatography/mass spectrometry method, and the other specimen will be tested by the second agreed-to laboratory, if the employee requests.
- (f) In the case of either or both urine tests, the cutoff shall be the nanogram threshold which shall be established by prior agreement between the parties in the Random Drug Testing Agreement.

ARTICLE 15
HEART DISEASE PRESUMPTION

Any condition or impairment of health of any detention or sworn officer caused by heart disease 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 satisfactory evidence; provided, however, that such detention or sworn officer shall have successfully passed a physical examination upon entering into such service as a detention or sworn officer, which examination failed to reveal any evidence of heart disease. If at any time this Section is placed before an arbitrator for interpretation or application, what is "satisfactory evidence" shall be determined by the arbitrator. If rights of detention or sworn officers are placed before the Bureau of Workers Compensation, then what is "satisfactory evidence" will be determined by the Bureau in accordance with Workers Compensation law. Nothing herein shall be construed to be a waiver or limitation of any benefit provided under Florida Statute 112.18.

ARTICLE 16

PROMOTIONS

Section 16.1. Advancement to the ranks of Sergeant and Lieutenant shall be by examinations that measure the knowledge, skills, and ability of personnel and by seniority. A promotional examination will be given every-two (2) years, unless the FOP President and the City Manager or his designee for Labor Relations mutually agrees to some other schedule. Effective with the first test given after ratification, the following revisions to Article 16 shall apply.

Section 16.2. Eligible applicants for the promotional examination for Sergeant and Lieutenant shall be given a two-part examination, consisting of a validated, written test, which shall comprise fifty percent (50%) of the final examination score, and an Assessment Center or a mutually agreed upon behavioral assessment component. The Assessment levels shall have a weight of fifty percent (50%) of the total score. The written portion shall be given first and applicants for Sergeant or Lieutenant positions must successfully pass the written test with a raw score of seventy percent (70%) to be eligible, at a later date, to take the Assessment Center or the behavioral assessment component portion of the examination. Passing scores for the Assessment Center or the behavioral assessment component shall be set by the test consultant. If there are not a significant number of minorities promoted after the next round of promotional testing after the effective date of this Agreement, the parties will meet to review the respective weights and renegotiate the Article, if necessary.

Section 16.3. All police officers who on written test date have four (4) years of seniority from date of appointment to Police Officer or Police Officer Trainee and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Sergeant's test. All Sergeants who on written test date have two (2) years seniority from the date of appointment as Sergeant and performance evaluations of satisfactory or above for the preceding twenty-four (24) month period shall be eligible to take the Lieutenant's test. Applicants must, in both cases, apply on or before the application cutoff date and time in accordance with Personnel Rules.

The City Manager or his designee for Human Resources may refuse to permit an applicant to take the examination on the grounds of conduct disgraceful to the Department and his/her officer status; or refused advancement from probationary status. In the latter case, if at least three (3) years have elapsed since such failure of probationary advancement, such candidate will be considered qualified. Should any applicant, so disqualified for any of these alleged reasons, contest such disqualification, he shall have access to the grievance procedure under this contract.

Section 16.4. The City Manager or his designee for Human Resources shall cause to be developed validated examinations which closely measure the knowledge, skills, and abilities of a Miami Beach Police Sergeant and a Miami Beach Lieutenant, administer such examinations, and prepare a promotional register, one for Sergeants and one for Lieutenants, containing the names of persons who have passed the test ranked in the order of such examination scores. Promotions shall be by rank order.

The FOP shall facilitate participation of bargaining unit employees in providing information in order to conduct the job analyses and develop the tests within the time frames requested by the process; provided that such participation shall be on duty time.

Section 16.5. Seniority Points:

0.2 point shall be added to an employee's Sergeant's passing examination score for each completed year of service, to a maximum of 25 years.

0.25 points shall be added to an employee's Lieutenant's passing examination score for each completed year in grade as a Sergeant.

Section 16.6. Book Committee. A committee of five (5) incumbents selected by the Chief shall select the books and test material from which technical knowledge questions on the written test and behavioral assessment component will be drawn. Final selection shall be made after consultation with the test developer.

Such selection or changes therein, shall only be made after a representative of the FOP shall have a reasonable opportunity to meet and provide input on the selection process.

The test material chosen for the written test and for the behavioral assessment component shall be described and announced by the City to the FOP and its members at least three (3) months before such test.

Overview, Orientation, and Preparation sessions for the written test and for the Assessment Center test or the behavioral assessment test shall be given at least thirty (30) days prior to each test.

Section 16.7. Written Test Scoring. Within 24 hours after the administration of the written test, an applicant scoring session will be conducted. Each examinee will be able to review a copy of his/her own answer sheet and the scoring key (for his/her use during the review session

only), with the correct response, the name of the reading source and location from which each written test question was drawn.

Challenges will be written and submitted to the test developer during a minimum of two (2) posttest review sessions occurring on separate days, and conducted within ten (10) calendar days of test completion. The test developer shall conclusively decide all challenges based upon standard industry techniques.

Section 16.8. Assessment Center Test or Behavioral Assessment Test Challenges.

Upon completion of the determination of a score for the Assessment Center Test or the behavioral assessment test, each examinee shall be furnished with his/her test result. Human Resources shall establish a reasonable time period within which each examinee may review their examinations at a post-test review appointment. Challenges regarding the components of this portion of the examination must be made in writing to the test developer within ten (10) calendar days after the post-test review appointment. The test developer shall conclusively decide all challenges based upon standard industry techniques. For each examinee who submitted a challenge, each examinee's own challenge and response will be available no later than eight (8) weeks after the date of the last examinee's submission of challenges.

Section 16.9. Formal examination scores and a promotional list shall be certified and posted within two (2) weeks after completion of all challenges in § 16.8 above. Promotional lists shall expire eighteen (18) months after the certification and posting of the results of the promotional examination.

Section 16.10. In the event of same day promotions, seniority rank in the new position shall be determined, in the order of standing on the promotional list. If there is a tie in the final scores that places more than one examinee in the same position on the promotional list, these examinee's ranking order on the promotional list shall be determined in the order of the examinee's seniority in the rank that they presently hold (i.e., a tie score between two (2) sergeants will be determined by awarding the highest ranking to the examinee with the most seniority as a sergeant, and a tie score between two (2) officers will be determined by awarding the higher ranking to the examinee with the most seniority as an officer, etc.).

ARTICLE 17
F.O.P. PRESIDENT

Section 17.1. The Miami Beach Fraternal Order of Police, Lodge No. 8, Lodge President shall have the option, for each fiscal year, of closed "D.D." (Detached Duty), as outlined in Section 17.2 below, or to conduct union business (under the conditions described in Section 17.2 below), through the use of a time bank. For fiscal year 2006-2007, the time bank shall be 1500 hours, covering the period October 1, 2006 through September 30, 2007. The FOP President shall notify the Police Chief in writing by September 15, 2006, whether he elects to utilize the 1500 hour time bank provision or the D.D. provisions contained in Section 17.2 below. For fiscal year 2007-2008, the time bank shall be 1500 hours, covering the period October 1, 2007 through September 30, 2008. The FOP President shall notify the Police Chief in writing, by September 15, 2007, whether he elects to utilize the 1500 hour time bank provision or the D.D. provision contained in Section 17.2 below. For fiscal year 2008-2009, the time bank shall be 1500 hours, covering the period October 1, 2008 through September 30, 2009. The FOP President shall notify Police Chief, in writing, by September 15, 2008, whether he elects to utilize the 1500 hour time bank provision or the D.D. provisions contained in Section 17.2 below. Unused time bank hours from one contract year shall rollover to the next contract year, not to exceed a total maximum of 3000 hours per contract year. Time for attendance at negotiations for a successor agreement is addressed in Article 11.8 of this Agreement.

Section 17.2. The Miami Beach Fraternal Order of Police, Lodge No. 8, Lodge President shall be released and detached from full time duties as a police officer while serving as Lodge President and shall be carried full-time in a pay status to be shown on the payroll as "D.D." (Detached Duty). The following conditions shall apply:

- A. For the purpose of recording time, the Lodge President will notify the Police Chief of all absences, including vacations, sick leave, meeting attendances, out of town trips, etc. The Lodge President shall be required to work a 40-hour workweek.
- B. The Lodge President will be available at the FOP office currently located at 999 11th Street, Miami Beach, Florida 33139, for consultation with the Police Department Management or the City Administrators between normal working hours.
- C. Should the Lodge President wish to change offices, (s)he will notify the Police Chief, in writing, at least five (5) working days prior to the proposed change. Said notice will include the address and the telephone number of the new office for the FOP Lodge President.

- D. In the absence of the Lodge President, the Lodge President's designee may represent the Fraternal Order of Police.
- E. The FOP will not send additional employees in a pay status to attend City Commission or Personnel Board meetings without approval of the Police Chief or his designee.
- F. All applicable Miami Beach Police Department rules, regulations and order shall apply to the person who is the President of the Lodge and on D.D.

Section 17.3. The Management of the Miami Beach Police Department or the City Administration reserves the right to rescind the provisions of this Article in the event that it is found to be illegal. Canceling the Article shall not preclude further discussions of any Lodge Presidents' release for Union business.

ARTICLE 18
REOPENER

Following ratification of this Agreement, there shall be an immediate reopener for negotiations for the purposes of discussing and implementing changes to Article 15, entitled, Heart Disease Assumptions and Article 16, entitled, Promotions.

ARTICLE 19
ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the FOP, for the duration of this Agreement, except as provided in the Florida Statutes, or as specifically excepted by provisions of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter referred to, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subject or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed to in any way limit or restrict the parties from negotiating, as provided in the Florida Laws, or any succeeding agreement to take effect upon the termination of this Agreement or any succeeding term of this Agreement.

ARTICLE 20
TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of October, 2009 and shall remain in full force and effect until the 30th day of September, 2012.

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least thirty (30) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin promptly.

EXECUTED by the parties hereto on this 18th day of MAY, 2011.

MIAMI BEACH FRATERNAL ORDER
OF POLICE, LODGE NO. 8

CITY OF MIAMI BEACH

By: *Alejandro Bello*
ALEJANDRO BELLO
FOP PRESIDENT

By: *Jorge M. Gonzalez*
JORGE M. GONZALEZ
CITY MANAGER

By: *Kevin Millan*
KEVIN MILLAN
FOP SECRETARY

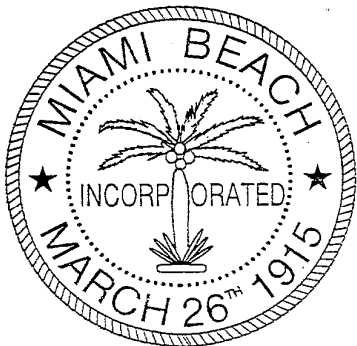
By: *Matti Herrera Bower*
MATTI HERRERA BOWER
MAYOR

Approved by vote of the City Commission
On the 14th day of JULY, 2010.

ATTEST:

Robert X. Parcher
ROBERT PARCHER, CITY CLERK

Date: 18 MAY 2011



APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Dorinda Pagan 5/18/11
Date

FRATERNAL ORDER OF POLICE
FOP LODGE NO. 8
ELECTION OF REMEDY FORM

Grievance No. _____

1. _____ I/We elect to utilize the Grievance Procedure contained in the current Contract between the City of Miami Beach, Florida, and the FOP. In making this election, I/we understand that selection of another forum, as defined by the FOP Contract, shall bar any consideration of the Grievance under the FOP collective bargaining agreement.

2. _____ I/We elect to utilize another forum for my/our grievance, and in doing so, I/we understand that this election shall bar any consideration of this matter under the FOP collective bargaining agreement.

Signature

Date

Subject of Grievance/Appeal: _____

Addendum: Hearing Examiner Rules

HEARING EXAMINER RULES

SECTION 1: REQUEST FOR HEARING: Any member of the bargaining unit may appeal from disciplinary action within ten (10) days after the delivery or mailing to him/her of such written notice, by filing a written request for a hearing to the Hearing Examiner or his/her designee. If the tenth day falls on a Saturday or Sunday, he/she will have the ability to file for an appeal on the following Monday.

SECTION 2: DISCIPLINARY HEARINGS:

- (a) The City Manager or his/her designee not later than ten (10) days after receipt of such appeal, shall fix a place and time for holding a public hearing within a reasonable time thereafter. Written notice of such time and place shall be delivered or mailed promptly to both the Appellant and the Appointing Officer.

Only the Hearing Examiner may grant a continuance to either party for good and sufficient cause. No continuance shall be granted to either party unless such request for continuance is received in writing by the City Manager or his designee at least ten (10) days prior to the date of said scheduled hearing of appeal.

- (b) The Hearing Examiner may, at the request of the Appointing Officer or the Appellant, call or request any person or records for the purpose of ascertaining the facts.
- (c) The Appointing Officer or a representative designated by him/her, shall have the right to be present at such hearing and to be represented by the City Attorney.
- (d) The Appellant shall have the right to be present at such hearing and to be represented by an attorney of his/her choice.

Said attorney shall be an attorney duly admitted and licensed to practice in the State of Florida. In the event that the Appellant does not retain an attorney, said Appellant may have an advisor of his/her choice present. Such advisor shall not have the right to interrogate any witnesses or to

enter objections to any testimony or evidence presented to the Hearing Examiner, nor may such advisor speak in the Appellant's behalf.

- (e) The findings of the Hearing Examiner shall be based upon competent substantial evidence of record.
- (f) The Appointing Officer shall have the burden of presenting evidence to support the truth of the charges as contained in the written notice.
- (g) The Appellant shall have the right to present evidence to refute the charges brought against him/her.
- (h) The Appellant shall have the right to be confronted by his/her accuser, and the Appellant and the Appointing Officer shall each have the right to cross-examine the witnesses of the other.
- (i) After both the Appointing Officer and the Appellant shall have presented their testimony and evidence, the Hearing Examiner shall receive argument in summation. The Appointing Officer shall have both the opening and closing argument.
- (j) After the completion of closing oral argument, the Hearing Examiner shall consider the testimony and evidence presented before the Hearing Examiner to determine the truth or untruth of the charges.
- (k) Within five (5) working days after the completion of the hearing, the Hearing Examiner shall issue his or her findings as to the truth or untruth of the charges in writing. The City Manager or his/her designee shall promptly deliver or mail a copy of such findings to the Appointing Officer and to the Appellant.
- (l) A copy of the written statement given the officer or employee, a copy of any reply thereto, and a copy of the findings of the Hearing Examiner shall be filed as a Public Record in the Human Resources Department.

APPENDIX A

COMPENSATION PLAN

		City of Miami Beach										
		Compensation Plan										
		Effective with the first pay period ending in October 2009										
		Longevity 1=2.5% 2=5.0% 3=7.5% 4=10% 5=11%										
Job Classification (Range)	STEP	1	2	3	A	B	C	D	E	F	G	H
5305	Detention Officer				40,402.85	41,615.22	42,864.53	44,149.28	45,474.34	46,838.95	48,244.23	49,692.43
					1,548.00	1,594.45	1,642.32	1,691.54	1,742.31	1,794.60	1,848.44	1,903.92
					19.35	19.93	20.53	21.14	21.78		23.11	23.80
5009	Lieutenant of Police								84,323.02	88,478.05	92,958.09	97,604.18
									3,230.77	3,389.96	3,561.61	3,739.62
									40.38	42.37	44.52	46.75
5011	Police Officer				51,756.32	54,321.73	57,052.45	60,004.44	62,955.31	66,125.23	69,349.25	72,847.90
					1,983.00	2,081.29	2,185.92	2,299.02	2,412.08	2,533.53	2,657.06	2,791.11
					24.79	26.02	27.32	28.74	30.15	31.67	33.21	34.89
8001	Police Officer Trainee	43,992.94	46,580.72	49,168.52								
		1,685.55	1,784.70	1,883.85								
		21.07	22.31	23.55								
5010	Sergeant of Police									76,454.77	80,278.45	84,323.02
										2,929.30	3,075.80	3,230.77
										36.62	38.45	40.38

City of Miami Beach Compensation Plan												
Effective with the first full pay period beginning in April 2012 through September 30, 2012*												
Longevity 1=2.5% 2=5.0% 3=7.5% 4=10% 5=11%												
Job Classification (Range)	STEP	1	2	3	A	B	C	D	E	F	G	H
5305	Detention Officer				41,614.94	42,863.67	44,150.46	45,473.76	46,838.57	48,244.12	49,691.56	51,183.20
					1,594.44	1,642.29	1,691.59	1,742.29	1,794.58	1,848.43	1,903.89	1,961.04
					19.93	20.53	21.14	21.78	22.43	23.11	23.80	24.51
5009	Lieutenant of Police								86,852.71	91,132.39	95,746.84	100,532.31
									3,327.69	3,491.66	3,668.46	3,851.81
									41.60	43.65	45.86	48.15
5011	Police Officer				53,309.01	55,951.38	58,764.02	61,804.57	64,843.97	68,108.99	71,429.72	75,033.33
					2,042.49	2,143.73	2,251.50	2,367.99	2,484.44	2,609.54	2,736.77	2,874.84
					25.53	26.80	28.14	29.60	31.06	32.62	34.21	35.94
8001	Police Officer Trainee	45,312.72	47,978.14	50,643.58								
		1,736.12	1,838.24	1,940.37								
		21.70	22.98	24.25								
5010	Sergeant of Police									78,748.42	82,686.80	86,852.71
										3,017.18	3,168.08	3,327.69
										37.71	39.60	41.60

- The April 2012 Compensation Plan reflects a three percent (3%) across-the-board-wage increase from the current compensation plan on the hourly, bi-weekly, and annual salary rates for each of the classifications represented by the FOP. This is in accordance with the Wages Provision in Section 8.1 of the 2009-2012 FOP Contract.