AN AGREEMENT

BETWEEN

THE CITY OF MIAMI SPRINGS

AND

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

Effective October 1, 2017 and continuing

until September 30, 2020

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PREAMBLE

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

ARTICLE 1. RECOGNITION

The City hereby recognizes the FOP as the collective bargaining agent for included Sworn law enforcement personnel of the Miami Springs Police Department in the ranks of patrolman, detective, and sergeant. Excluded all other employees of the City of Miami Springs as to wages, hours and all other terms and conditions of employment.

As certified by the Public Employees Relations Commission under PERC #1841.

ARTICLE 2. NO STRIKE

There will be no strikes, work stoppages, picket lines, slow downs, boycotts or concerted failure or refusal to perform assigned work by the Employees or the FOP and there will be no lockouts by the City for the duration of this Agreement. The FOP supports the City fully in maintaining normal operations.

Any employee who participates in or promotes a strike, work stoppage, picket line, slow down, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City in accordance with the City personnel rules in effect at the signing of this Agreement and only the question of whether he did, in fact, participate in or promote such action shall be subject to grievance and arbitration procedure.

It is recognized by the parties that they are responsible for and engaged in activities which are the basis of the health and welfare of the citizens and that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the City or the FOP shall be entitled to seek and obtain immediate injunctive relief; provided, however, it is agreed that the FOP shall not be responsible for any act alleged to constitute a breach of this section if neither the FOP nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the FOP and its FOP officers have used every reasonable means to prevent or terminate such action.

ARTICLE 3. EMPLOYER RIGHTS

A. The Employee Organization and the bargaining unit employees recognize that the City has the exclusive right to manage and direct the City of Miami Springs Police Department. Accordingly, the City specifically, but, not by way of limitation, retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of stations, staffing, the method of service, the schedule of work time; to contract and sub-contract existing and future work to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its stations and locations; to curtail or discontinue, temporarily or permanently, in whole or in part, operations whenever in the opinion of the Employer good business judgment makes such curtailment or discontinuance advisable; to hire, fire, lay off, assign, transfer, promote and determine the starting and quitting time; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary.

B. The Employer retains the sole right to discipline, suspend and discharge employees for just cause, including violations of any of the terms of this Agreement.

C. The above rights of the Employer are not all inclusive but indicate the type of matters or rights which belong to and are inherent to the Employer in its capacity as management of the City of Miami Springs. Any of the rights, powers and authority the Employer had prior to entering this collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the Employer has not expressly modified or restricted

by a specific provision in this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

D. 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 understanding and agreements arrived at by the parties after the exercise of the rights and opportunity are set forth in the Agreement. Therefore, the Employer and the FOP for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged 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 not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement, unless otherwise provided in this Agreement.

ARTICLE 4. NON-DISCRIMINATION

The City and the FOP agree not to interfere with the rights of employees covered by this Agreement to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the City or the FOP against any officer because of FOP membership or non-membership, or because of race, creed, color, sex or national origin. Any claim of discrimination against the City shall not be arbitrable under this Agreement, but shall be subject to the method of review prescribed by law or regulation having the force and effect of law. Further, it is acknowledged and agreed that any residual wording, or reference, to only one sex, or gender, shall be construed to mean and included all covered employees, both male and female.

ARTICLE 5. DUES CHECK-OFF

Upon receipt of a voluntary written individual notice from any of its employees covered by this Agreement, on a form provided by the FOP, the City will deduct from the pay due such employee those dues and regular assessments required to retain FOP membership. Such authorization is revocable upon 30 days written notice by the employee.

The FOP agrees to indemnify and 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.

City shall transmit said dues to the FOP at 242 Office Plaza, Tallahassee, FL 32301 along with a list of names.

ARTICLE 6. FOP REPRESENTATIVES

Two (2) members of the FOP and an alternate shall be granted time off without loss of pay to attend negotiation sessions, mutually set, to renegotiate this Agreement.

The City agrees to recognize three (3) FOP representatives appointed by the FOP excluding the state FOP staff representative, whose duties shall be to process grievances from members of the bargaining unit, and from time to time, through existing police department chain of command, bring to attention of the Chief conditions of mutual concern. It is agreed and understood by the parties that these three (3) FOP representatives may spend up to a total of ten (10) hours, collectively, per quarter, without loss of pay, with the prior approval of their supervisor, for the purpose of conducting FOP business. The supervisor's approval shall not be unreasonably withheld, but shall consider the operational requirements of the Department and the City.

The City agrees to allow the FOP and its representatives, whether State, Regional or National, reasonable access to the City Council meeting room for the conducting of FOP business when that room is not in normal use. The City will permit the said credited representatives of the FOP to have this reasonable access to the meeting room of the City at any time when not previously scheduled for another use during working hours to conduct FOP business, with prior approval of the Chief of Police and prior scheduling with the City Clerk. The FOP agrees not to use this access for the purpose of soliciting members.

ARTICLE 7. SERVICES TO THE FOP

A. The City will furnish the FOP with sufficient Bulletin Board space for up to four (4) FOP notices, size "8 1/2 x 14" in the Squad Room. All notices shall be approved by the Chief or Acting Chief prior to posting.

B. The City agrees to provide one covered copy of this Collective Bargaining Agreement for each member of the bargaining unit within a reasonable amount of time after final ratification of the Agreement.

ARTICLE 8. SHIFT EXCHANGE AND SUBSTITUTIONS

Wherever feasible, excepting normal shift changes or replacement of personnel off duty, the City will notify the employee at least two (2) weeks in advance of any contemplated change in an employee's status, e.g., transfer, reassignment or change of shift. The employee may waive advance notice without violating this Article. Upon application to the Chief of Police, shift exchanges, for the purpose of attendance at advance schools and college courses, will be arranged provided:

A. It is voluntary and only for the requesting employee's benefit; but shall not interfere with operation of the department or result in any additional payroll costs to the City.

B. A fellow officer of like rank and qualifications volunteers for the exchange; and the substitution time, between the two employees, is returned to the second party employee within ten (10) months from the date worked.

C. It is requested and approved sufficiently in advance so as not to work a hardship on either officer or the City.

D. For such voluntary and approved substitutions, the hours involved in the shift exchange trading of time between employees, as provided in Fair Labor Standards (FLSA), are not additional payroll hours for either employee; and do not increase any overtime over the amounts the employees would have otherwise been due if the substitution had not taken place.

ARTICLE 9. APPOINTMENTS AND PROMOTIONS

A. Whenever a promotional vacancy exists in a Sergeant position, the City shall endeavor to fill said vacancy within a reasonable time from a valid eligibility list, if the City Manager determines that appropriate funds are available and that there is an operational need to fill such vacancy.

B. The City will announce promotional examinations not less than sixty (60) calendar days prior to the examination date. A reference list of source material and general area of concentration will be released at the same time as the examination announcement. The City will ensure the existence and availability of the source (reference) books and materials to eligible candidates at City expense, not to exceed seven (7) copies of each source. Such books and materials are the property of the City and will be housed in the Police Department. Eligible candidates, on a first come basis, will sign out any such materials and will be responsible for their return to the Department prior to the date of the examination.

C. The examination will consist of two (2) parts:

1. A WRITTEN examination worth 65% of total score;

2. An ORAL examination worth 35% of total score; all candidates will be required to complete both parts of the examination. A combined raw score of 70% will be deemed passing. Candidates, only then, will be eligible to receive an addition of one (1) point for each full year of service, up to a maximum of ten (10) points to be added to their passing score. Their names will then be placed on an eligibility list in rank order of score including service points. The City will take all steps to ensure that promotional examinations are properly validated. Eligibility lists shall be valid for one (1) year. If at the end of that

year, three (3) or more names are still on the list, it may be used for an additional year upon authorization of the City Manager; no list may be used for more than two (2) years. At the time a new promotional examination is given, all eligible candidates desiring to be on the new list must take the new examination. No employee will be placed on the new list as a result of a previous test score. All candidates will be notified of their test scores; only passing scores will be listed on the eligibility list.

D. Employees shall be eligible to take a promotional examination for SERGEANT having a minimum of three (3) years continuous employment as POLICE OFFICER with the City. Cut-off date to meet the minimum eligibility will be seven (7) calendar days prior to the date of the examination.

E. It is understood and agreed that this Agreement has absolutely no bearing or effect whatsoever on the positions of LIEUTENANT or CAPTAIN, and in no way restricts, controls or governs the City's inherent power to manage those groups not covered by this Agreement, to set staffing levels, or to fill or not fill vacancies of LIEUTENANT, CAPTAIN and/or the CHIEF OF POLICE. It is agreed, however, that an employee may take a promotional examination for LIEUTENANT only after two (2) years in continuous rank of SERGEANT with the City.

ARTICLE 10. LATERAL HIRES

The Union understands and agrees that the City may hire employees and slot them into the salary schedule (attachment A to this Agreement) as follows: Individuals who have between two (2) and four (4) years of full-time law enforcement experience may start at Step 2 of the salary schedule; individuals who have between four (4) years and six (6) years of full-time law enforcement experience may start at Step 3 of the salary schedule; and individuals who have between six (6) or more years of full-time law enforcement experience may start at Step 4 of the salary schedule. The aforesaid years of law enforcement shall be utilized solely for purpose of placing individuals into the appropriate steps in the salary schedule, and shall have no impact on bargaining unit seniority.

ARTICLE 11. OFF DUTY WORK

A. It is agreed there will be a good faith effort to insure that voluntary, authorized off duty work is compensated for at not less than the Dade County Public Safety Department established off duty rate, as approved by the Chief of Police. This approved rate shall be used only for off duty work that is clearly not "joint employment" under the Federal Fair Labor Standards Act (FLSA) and the Rules and Regulations of the U.S. Department of Labor.

B. Compensation for off duty work of a "joint employment" law enforcement nature shall be worked, at such other employer's expense, at not less than $50.00 per hour for Patrol Officers, and $56.00 per hour for Sergeants.

C. The City will guarantee to make a good faith effort to require that an off duty police officer be hired whenever there is private contractor construction requiring the blocking of traffic on a street over which it has municipal control and jurisdiction. If the work being performed by the private contractor is being done and paid for by the City, reasonable judgment shall be used by Police Administration to determine the need for such off duty work. Off duty compensation shall be as specified for "joint employment" in preceding paragraph "B."

D. Except as specifically provided by preceding paragraph "B" or "C," it is agreed there shall not be any arrangement for off duty police work, either paid or unpaid, or any other law enforcement secondary employment constituting or creating "joint employment," or likely to be defined or classified as such, without full disclosure by FOP or member-employee, and prior specific approval by the Chief or Police and City Manager in addition to the management and

public interest reasons for this provision, an additional purpose is to require and exercise due diligence to insure that employee off duty work which creates, or results in, off shift "joint employment" police work be properly compensated, as provided in paragraph "B," and covered under paragraph "E."

E. Any employee who may suffer an "on-the-job injury," while working authorized police-related off duty "joint employment" and acting in the scope of his law enforcement authority and regular employment, shall be entitled to the same benefits as if injured in the same manner while on duty in regular police officer employment.

F. No member of the Department will be allowed off duty police employment that is detrimental to the Department goals or will impair the efficiency of an employee in the performance of his police duties. Each employee is held strictly responsible for ensuring that he is fully fit to perform his duties when reporting to work for the Department. Employees will not engage in activities of any nature where they would be hindered in performing their departmental duties. Officers shall not work:

1. In any employment or in any location which will tend to bring the Department in disrepute or to reduce his efficiency or usefulness as a member-employee thereof.

2. In any employment requiring any affiliations, membership or allegiance tending to influence his conduct in a manner inconsistent with the proper discharge of his duties as a police officer, or his responsibility to the Department or the public interest.

3. In any business where the manufacture, transportation, sale or serving of liquor is a principal commercial basis of the business, except as provided in State Law (F.S. 561.25 and other provisions) and approved by the Chief of Police.

4. In any employment requiring the services of civil process or the collection of debts.

5. On investigations or other work in which he may avail himself of his access to police information, records, files or correspondence.

6. For any other municipality or political sub-division of the State or Federal government, except by the express permission of the City Manager.

7. In excess of sixteen (16) hours per week, inclusive of approved outside employment, excepting while on vacation leave. Any hours exceeding the maximum will require specific approval of the respective division commander.

8. In any off duty position while on sick leave, injured on duty status, on "light duty" or when disciplinary action is in effect. Also no officer will be permitted off duty employment within 24 hours of the end of the shift of a day taken as sick leave.

G. Except and unless authorized in advance for a specific event, or for a specific day or group of days, no City vehicle, motorcycle or K-9 dog shall be used in off duty employment. Any member-employee request for an exception, or specific period waiver, shall be made by written memorandum submission and shall not be approved without authorization from the Chief of Police and City Manager, or designated personnel acting on their behalf, with exception for funeral escort use when approved by the Uniform Division Commander or Chief of Police.

ARTICLE 12. SENIORITY AND LAY OFF

Seniority shall consist of continuous accumulated paid service with the City, and shall be computed from the date of appointment. Seniority shall accumulate during absence because of illness, injury, vacation, military leave or other authorized leave. Seniority shall be a factor in determining the following matters:

A. Vacations for each calendar year shall be drawn by employees on the basis of departmental seniority within rank and duty assignments.

B. In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee who is to be laid off who has advanced to his present classification from a lower classification in which he held a permanent appointment shall be given a position in a lower classification in the same department. His seniority in the lower classification shall be established according to the date of his permanent appointment to that classification.

Employees shall be called back from layoff according to the seniority in the classification from which the employee was laid off. No new employees shall be hired in any classification in which there are employees currently on lay off status until all employees on lay off status in that classification have had an opportunity to return to work; however, the City is under no obligation to call back from lay off any employee who has been on lay off for over two (2) years.

ARTICLE 13. PROTECTION: EMPLOYEES ACTING WITHIN SCOPE OF AUTHORITY

Under the conditions and provisions set forth in Florida Statutes § 111.065 and § 111.07, except for an officer under active investigation and suspension with pay pending probable disciplinary action or an officer terminated for cause, the City, or an insurance carrier or self-insurance fund on its behalf, will automatically undertake: (1) the legal defense of any member-employee against civil actions (arising out of actions in line of duty and in the scope of employment or function) unless, in the case of tort action, the officer acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property; and (2) will file proper and appropriate countersuits, as determined proper and appropriate by the City Attorney, or special counsel, and authorized by the City Council. Said defense will cease upon the first judicial finding of gross negligence or misconduct, and any further legal representation would be only upon the recommendation of the City Attorney, or special counsel, and authorization of the City Council, in each successive instance of a judicial determination subsequent to the first trial court decision.

ARTICLE 14. AWARDS

A program has been established to formally award Miami Springs Police Department employees or units for specific heroic acts, meritorious service, attainment of an extraordinarily high standard of proficiency in a critical skill achieved in a public safety endeavor, or for an act which results in the betterment of law enforcement. Individual Awards:

The following awards require review by the Awards Committee and approval by the Chief of Police:

1. Medal of Valor
2. Exceptional Service Award
3. Employee Excellence Award
4. Officer of the Month
5. Officer of the Year

A plaque, commendation letter, and/or medal, as appropriate, will be awarded to the recognized officer/employee.

ARTICLE 15. SAVING CLAUSE

All formal benefits heretofore uniformly and continuously enjoyed by all the employees which are not specifically provided for or abridged by the collective bargaining agreement shall continue under conditions which they have been granted by the laws of the State of Florida, Ordinances of Miami Springs, or Personnel Rules and Regulations of Miami Springs; specifically provided, however, that any such benefits may be changed at any time by mutual agreement.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect during the term.

ARTICLE 16. LETTERS OF REPRIMAND

A. Employees shall have the right to inspect and copy any letter of reprimand which is placed in the employee's personnel file as the result of supervisory action.

B. Any employee receiving a letter of reprimand from a supervisor may file a written response thereto within a reasonable time after the issuance of the letter of reprimand. At the employee's request, any such written response shall be included in the employee's personnel file together with the letter of reprimand.

C. Letters of reprimands shall not be challenged through the Grievance Procedure described in Article 16, but shall be appealed to the City Manager, or Acting City Manager in his/her absence, whose decision shall be final. Upon the employee's request, the Manager shall meet to discuss said appeal. The employee may be accompanied by an FOP Representative.

ARTICLE 17. GRIEVANCE & ARBITRATION PROCEDURE

A. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement. Definitions: A grievance within the meaning of this contract shall consist of a dispute about alleged violations or misapplications of particular clauses of this Agreement and about alleged violations of this Agreement. Only the Union may file a grievance on behalf of a member of the bargaining unit, a group of members of the bargaining unit, or the Union itself.

B. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set our in the steps of this Article, his grievance shall be considered conclusively abandoned. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step.

C. To simplify the grievance procedure and the calculation of time periods material hereto, "days" shall mean calendar days.

D. Grievances shall be presented in the following manner:

Step 1: The aggrieved employee shall discuss the grievance with his immediate supervisor within ten (10) days of the occurrence or event which gave rise to the grievance. However, if such employee is on an authorized leave of absence at the time of the occurrence or event which gave rise to the grievance, the ten (10) day period shall not begin to run until such leave expires. The FOP Representative may be present to represent the employee if the employee desires his presence. The immediate supervisor may attempt to

adjust the matter and shall respond to the employee within ten (10) days after such discussion. If the employee's immediate supervisor is the Division Commander, the employee shall, notwithstanding Step 2, first discuss the grievance with the Division Commander in accordance with Step 1. If, in the case in which the employee's immediate supervisor is the Division Commander, the grievance is not satisfactorily resolved within the time limits set forth in Step 1, then such employee shall next proceed in accordance with Step 2.

Step 2: If the grievance is not satisfactorily resolved in Step 1, the aggrieved employee and the FOP representative, shall reduce the grievance to writing on the standard form provided by the City for this purpose and present such written grievance to his Division Commander within ten (10) days from the time the immediate supervisor's response was due in Step 1. The Division Commander shall meet with the employee and the FOP representative, within ten (10) days after timely presentation of the written grievance to the Division Commander. Notice of the meeting shall be given to the FOP prior to this meeting set forth in the following steps. The Division Commander shall within ten (10) days after presentation of the written grievance to him (or such longer period of time as is mutually agreed upon), render his decision on the grievance in writing.

Step 3: Any grievance which was referred to the Division Commander and was not satisfactorily settled shall next be taken up with the Chief of Police. Such grievance shall be presented to the Chief of Police in writing within ten (10) days after the Division Commander's response was due in Step 2. The Chief of Police shall, within ten (10) days after presentation of the grievance to him (or such longer period of time as is mutually agreed upon), render his decision on the grievance in writing.

Step 4: If the grievance has not been satisfactorily resolved in Step 3, the employee, with or without the FOP representative, may present a written appeal to the City Manager within ten (10) days from the time the response was due in Step 3. The City Manager, or his designee, shall meet with the employee and the FOP representative, if the employee wishes him present, within ten (10) days after the employee presents him with the written appeal. The City Manager, or his designee, shall respond in writing ten (10) days from the date of the meeting. Such appeal shall only be accomplished by the filing of a copy of the original written grievance by the employee, or by the representative, requesting that the Chief of Police's decision be reversed or modified.

E. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the Grievance Procedure, within the time limits provided for the submission of a grievance in Step 1 and signed by the FOP representative on their behalf. All grievances must be processed within the time limits herein provided unless extended by mutual agreement in writing.

F. In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above, either the FOP or the City may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager, or his designee, renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator.

G. The City and the FOP shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement, or which is not specifically covered by the Agreement, nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him which question must be actual and existing. The arbitrator shall have the authority to provide an appropriate remedy for any violation of this Agreement, subject to all terms and conditions stated in this Article.

H. Consistent with the provisions of the Florida Public Employees Relations Act, F.S. Chapter 447, it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts initially appropriated by the City Council for funding of the collective bargaining agreement. Accordingly, and not withstanding any other provision of this collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution or regulation or provision of this collective bargaining agreement to result in, obligate or cause the City to have

to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Council for the funding of this collective bargaining agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

I. The compensation and expenses of the arbitrator shall be borne by the losing party. In the event of a compromise award, such costs shall be borne equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

J. The parties shall make their choice of the impartial arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

K. No part-time, temporary, or probationary employee shall be entitled to utilize the grievance and arbitration procedures set forth in this collective bargaining agreement. But those people, as described in this paragraph, shall have the right to a fair and equitable grievance procedure.

L. The grievance and arbitration procedure shall be exclusive to the FOP. Therefore, subject to Sections 447.301 and 447.401. Florida Statutes or other applicable laws, no bargaining unit member may file a grievance or request arbitration without the written authorization from the Union. The arbitration shall be conducted under the rules set forth in this agreement.

ARTICLE 18. UNIFORM MAINTENANCE ALLOWANCE

A. (1) Employees in the uniform division will receive a monthly allowance of $45.00 for the cleaning and repairing of uniforms; allowance to be paid in quarterly installments.

(2) Bargaining unit employees shall be entitled to make application for reimbursement up to Three Hundred ($300.00) Dollars each fiscal year. First year officers shall not be eligible to make application for such qualified purchase reimbursement prior to satisfactory completion of their probationary period. Further, whenever an employee is transferred into, or from, the uniform division on a "permanent" basis by official personnel action, the annual maximum reimbursement amount for the fiscal year period shall be prorated on a weekly basis for the portion of the year assigned to the division, and employees transferred out of the uniform division shall have thirty (30) days to make application for reimbursement related to qualified items purchased prior to being advised of reassignment in writing, or by personnel action form. All applications for reimbursement must be submitted no later than 30 days prior to the end of the fiscal year. Application shall be made on the form provided by the Department and must include an itemized, descriptive paid invoice per the attached list.

B. Non-uniformed employees will receive an annual clothing maintenance allowance in lieu of cleaning in the amount of Five Hundred and Ninety-Nine Dollars ($599.00). This amount shall be paid in quarterly installments for primary assignment to an authorized non-uniform position, and shall be prorated on a weekly basis for transfers into and out of such positions by official personnel action.

C. Employees shall participate in, and receive, prorated reimbursement eligibility and prorated allowance payments, as provided in "A" and "B" above, in direct relationship to the duty assignment and the use of uniforms, clothing and equipment.

D. The City will provide to each employee a light weight uniform jacket.

E. The City will provide for the replacement of bullet proof vests which become unsafe or dysfunctional under normal use; provided that the City shall not be liable for any vest lost, stolen, or damaged as a result of employee negligence. Upon the request of any employee and presentation of a properly executed receipt of a bill of sale, and return of the old vest, the City shall reimburse the officer up to 100% of the cost of the bulletproof vest, with the maximum dollar amount not to exceed Seven Hundred One Dollars and Twenty-Five Cents ($701.25). It shall be the officer's sole responsibility to replace vest(s) as needed and no liability shall inure to the City based on the officer's failure to obtain or replace a vest as needed.

Such vests shall be worn in accordance with such rules, regulations or directives which may be furnished from time to time by the Police Chief.

A. REIMBURSEMENT ITEMS:

1. Repair, refurbishing, refinishing and restorative work on optional back up weapon; listed optional equipment; and leather goods.
2. Authorized uniform shoes, including water-protective rubber-cover wear.
3. Handcuffs when unusable and beyond reasonable repair.
4. New purchase of backup weapon, if officer does not posses one, or replacement of existing unserviceable backup weapon, when unsafe and beyond reasonable repair.
5. Accessory service pistol grip.
6. Uniform leather case and pocket knife.
7. Whistle and whistle holder.
8. Ticket book cover, carrier of case.
9. Clipboard with light or clipboard light.
10. Accident report template.
11. Backup weapon holster.
12. Uniform equipment carrier unit, such as a tote-bag, briefcase or other type equipment organizer bag or case.
13. Vest
14. Other equipment as approved by the Chief of Police.

ARTICLE 19. HOURS OF WORK

A. Pursuant to Fair Labor Standards Act (FLSA) Section 207 (K) and Department of Labor Regulation 29 CFR Part 553, the City shall adhere to a seven (7) day "work period." Within each "work period," overtime shall be determined and calculated on "in pay status" time, all "tours of duty" time and such other time actually worked, excluding any substitution/exchange traded time; provided, however, that time spent by an employee on Annual Leave, Holiday Leave (including Birthday and Floating Holidays) and Sick Leave shall not be included in any computation of overtime or as "hours worked" or as "in pay status." Compensatory time shall be included in the computation of overtime. Additionally, time and one half overtime will be paid for compensable hours exceeding forty (40) hours in each seven (7) day work period. All hours worked up to forty (40) in each seven (7) day work period shall be compensated at straight time, except as provided for in Article 18.

B. Nothing in this Agreement shall be construed, or applied, to be in conflict with the Fair Labor Standards Act (FLSA) or related FLSA regulations promulgated by the U.S. Department of Labor, as these may be amended from time to time; provided, however, if such amendments would result in any City optional costs to be increased, the City and FOP would meet promptly to renegotiate the provisions of the Agreement which would give rise to such optional cost.

C. Effective October 1, 2017 employees shall be able to accumulate compensatory time to a maximum of two hundred (200) hours. Employees shall receive payment of accrued compensatory time upon termination of service at the employee's rate of pay at termination date. The City may, based upon the City Manager's determination as to the availability of funds, authorize employees to "sell" to the City up to an amount of compensatory time not to exceed 40

hours per employee in a twelve (12) month period. An employee may participate only to the extent that the employee has in excess of 40 hours of compensatory time on the books.

Notwithstanding anything in this Agreement to the contrary, the mandatory FLSA requirements shall apply in all matters covered thereunder (such as hours, rates, overtime, compensatory time, etc.) unless cities become exempted.

ARTICLE 20. CALL IN, CALL BACK AND COURT TIME

A. When it is necessary for the Department to require employees to return to work on regular work days or on their days off, but not on or less than one (1) hour after the end of their regular assigned shift, the City agrees to compensate the employee at the overtime rate. A minimum of three (3) hours compensation at the overtime rate is guaranteed.

B. When it is necessary for the Department to require employees to appear in court, not on or contiguous to their regular assigned shift, the City agrees to compensate the employee at the overtime rate. A minimum of three (3) hours compensation at the overtime rate is guaranteed, provided however, no employee shall be compensated more than once for appearances occurring within the same minimum three (3) hour period. In accordance with FLSA, officers on stand-by for court appearance will not be compensated for any time prior to actual call-back.

C. When it is necessary for the Department to require employees to return to work on a regular day off due to riot, hurricane, or any other emergency declared by the City Manager or his agent, the City agrees to compensate the employee at the overtime rate as required by the Fair Labor Standards Act (FLSA).

D. Call back and call in:

1. Call back is the calling of an employee to work during a period which is separated by a gap in time of at least one (1) hour not contiguous with the employee's regularly scheduled shift. Call back may thus occur either on a work day or on a day off.

2. When an employee is asked to report to work early, the request is deemed a call-in (rather than a call-back) and the employee shall not be guaranteed a minimum of three (3) hours at the overtime rate, but shall be paid at the overtime rate for such actual time worked by the employee prior to the beginning of his regularly scheduled shift as required by the FLSA.

3. When employees are called back to work on holiday, annual, or sick leave days, they will be guaranteed a minimum of three (3) hours compensation at the overtime rate. Every attempt should be made by supervisors to not call back employees on holiday, annual or sick leave days unless under genuine emergency conditions.

4. Employees called back to work on a day off shall be entitled to the three (3) hour guarantee at the overtime rate.

ARTICLE 21. FOP BUSINESS

The City agrees that during an employee representative's non-working time, on the City's premises, employee FOP representatives shall be allowed to, when the following does not interfere with official duties as determined by the Chief, and does not conflict with law or interfere with the work and official duties of other employees:

A. Post FOP notices, without disrupting working employees.

B. Distribute FOP literature, except as prohibited by law.

C. Solicit FOP membership, during other employees off duty and non-working hours away from areas where actual work is performed.

D. Transmit communications, authorized by the local FOP or its officers, to the City or its representative.

E. Consult the City representative through the existing Police Department chain of command, and consult with FOP representatives concerning enforcement of any provisions of this Agreement.

ARTICLE 22. MILEAGE ALLOWANCE

Employees choosing to utilize their private automobiles to attend court shall be assumed to request the mileage allowance from the State of Florida as stipulated in F.S.S. 92.141.

An employee who chooses to utilize a City Vehicle to attend court shall be provided one whenever possible.

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ARTICLE 23. POLICE STANDARDS OF OPERATION

A. Internal investigation will be conducted in accordance with F.S. 112.532, Law Enforcement Officers' and Correction Officers' Rights, as amended, and F.S. 112.533, Receipt and Processing of Complaints, as amended. Whenever a law enforcement officer is under investigation and subject to interrogation by members of the officer's agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation and investigation shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

2. The interrogation shall take place either at the office of the command of the investigation officer or at the office of the local police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.

3. The officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one interrogator at any one time.

4. The officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.

5. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities, including telephone use and meals, and rest periods as are reasonably necessary.

6. The officer under interrogation shall not be subject to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions. (An officer under investigation shall not be told that if he or she does not resign from the Department criminal charges will be brought against him or her.)

7. The formal interrogation of an officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. (When interrogations are recorded, a copy will go to the officer being investigated should he or she request it.)

8. If the officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, the officer shall be completely informed of all his or her rights prior to the commencement of the interrogation. (If the officer under investigation is suspected of committing a criminal offense, he or she shall be advised of his or her rights.)

9. The officer has the right to refuse to answer all questions concerning criminal matters if rights against self-incrimination would be prejudiced, and shall not be ordered to submit to any device designed to measure the truth of responses during questioning, unless he or she agrees to do so. Officers shall not be threatened with disciplinary action for not testifying against themselves or other officers before a criminal proceeding; however, officers must answer all questions concerning non-criminal matters which may result in disciplinary action.

10. At the request of any officer under investigation, the officer shall have the right to be represented by counsel or any other representative of his or her choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.

11. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any officer unless such officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.

12. No officer shall be discharged, disciplined, demoted, denied promotion, transfer or reassignment, or otherwise discriminated against in regard to his or her employment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by Chapter 112, Part VI, and other laws.

13. A complaint filed against an officer with a law enforcement agency or corrections agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential until the conclusion of the internal investigation or at such time that the investigation ceases to be active without a finding relating to probable cause. If the internal investigation is concluded with the finding that there is no probable cause to proceed with disciplinary action or file charges against the officer, a statement to that effect signed by the agency head or designee and the responsible investigating official shall be attached to the complaint; and the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. If the investigation is concluded with the finding that there is probable cause to proceed with disciplinary action or file charges, the complaint and all such information shall be open thereafter to inspection pursuant to

Chapter 119. If the investigation ceases to be active without a finding relating to probable cause, the complaint and all such information shall be open thereafter to inspection pursuant to Chapter 119. This does not apply to any public record which is exempt from public disclosure pursuant to s. 119.07(3). For the purposes of this section, an investigation shall be considered active as long as it is continuing with a reasonable, good faith anticipation that an administrative finding will be made in the foreseeable future. An investigation shall be presumed to be inactive if no finding is made within 60 days after the complaint is filed.

14. The findings of an internal affairs investigation shall be labeled either "sustained" (indicating probable cause to proceed with disciplinary action or criminal prosecution), or "not sustained" (indicating no probable cause to proceed with disciplinary action or criminal prosecution), or "exonerated" (indicating no probable cause and no grounds for the accusation or complaint).

B. The City will make no public statements concerning alleged violations of the law or departmental rules until the internal investigation has been completed. No public statements shall, at any time, be issued which would jeopardize an accused officer's right to a fair hearing or trial.

C. As provided by Florida Statues, as amended, certain employee personnel records shall be kept confidential and never released to any person, except officials of the City and as otherwise provided by law, or in response to court order. Individual officers may, at their discretion, waive this right, subject to any limitations of State or Federal law.

D. No unauthorized person and no member of the news media shall, either directly or indirectly, be furnished with the home addresses, telephone numbers, and/or photographs of law enforcement personnel; the home addresses, telephone numbers, photographs and places of

employment of the spouses and children of law enforcement personnel; and the names and locations of schools attended by the children of law enforcement personnel without employee written consent. Further, the Department will not furnish such data in case of discharge until full appeal rights have been exhausted.

E. No civilian dominated police review board will be established by the City. Whenever required by law or administrative decision, a complaint review board shall be composed of three members: One member selected by the Chief of Police; one member selected by the aggrieved officer; and a third member to be selected by the other two members. The board members shall be law enforcement officers selected from any state, county, or municipal agency within the County.

F. No police officer will be required to give testimony before a non- or quasi-governmental agency except as may be required herein or by law, with respect to an internal affairs investigation.

G. Any person who wilfully discloses, or permits to be disclosed, his intention to file a complaint; the existence or contents of a complaint which has been filed with an agency; or any document, action, or proceeding in connection with a confidential internal investigation of an agency, before such complaint, document, action, or proceeding becomes a public record as provided herein is guilty of a misdemeanor of the first degree, punishable as provided in s. 775.082 or s. 775.083. Notwithstanding other provisions of this Article the complaint and information shall be available to law enforcement agencies and state attorneys in the conduct of a lawful criminal investigation.

H. If the agency fails to comply with the requirements of Chapter 112, Part VI, a law enforcement officer employed by such agency who is personally injured by such failure to comply may apply directly to the circuit court of the county wherein such employing agency is headquartered

and permanently resides for an injunction to restrain and enjoin such violation of the provisions of Part VI and to compel the performance of the duties imposed by Part VI.

I. All officers shall have the right to inspect and make copies of their personnel records No record will be hidden from an officer's inspection. Any employee may respond in writing to any material contained in the officer's official personnel folder and it shall become a part thereof.

J. Should disciplinary action result from an internal investigation, an officer shall, at the option of the Chief of Police, with the approval of the City Manager, be allowed to use compensatory time or vacation time to satisfy a suspension in the case in which a suspension is for five (5) days or less, provided the officer shall sign a waiver of any and all rights to appeal said suspension.

ARTICLE 24. HOLIDAYS

The following days shall be considered holidays:

1. New Year's Day
2. Martin Luther King Jr. Day (Observed)
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Friday after Thanksgiving
8. Christmas Day
9. Veterans' Day
10. Employee's Birthday. All employees by this Agreement shall retain the option of taking a day off for their birthday, provided that manpower is available, or having a day added to their vacation.
11. Floating Holidays. Three (3) floating holidays will be accrued and credited to the employee's leave bank in January each year; new employees will be credited their floating holidays on their entrance date on a prorated basis. All floating holidays will be used during the calendar year earned; if not used by year end (December 31) they will be forfeited.

All employees covered by this Agreement shall receive one (1) additional day added to their vacation time for each recognized holiday as each holiday occurs. Employees shall not receive any other compensation for the designated holiday; whether they are on or off duty on the

actual holiday date is immaterial. No other holidays are recognized, or granted by this Agreement.

ARTICLE 25. USE OF VACATION

Members of the bargaining unit shall be allowed to take earned vacation leave time pursuant to the following conditions:

A. Employee shall bid by seniority for earned vacation leave time in minimum increments of five (5) days, except that a total of ten (10) days vacation may be taken if the department's manpower requirements permit.

ARTICLE 26. WAGES AND LONGEVITY

A. Longevity for all bargaining unit members during the term of this contract shall be paid according to Appendix B, which shall form part of this contract.

B. The salary schedule for all bargaining unit members shall be according to Appendix A, which shall form part of this contract:

Effective October 1, 2017, increased by three percent (3%).

Effective October 1, 2018, increased by three percent (3%).

Effective October 1, 2019, increased by three percent (3%).

APPENDIX A

CITY OF MIAMI SPRINGS

FOP PAY PLAN

CLASSIFICATION: POLICE OFFICER

DATE	1	2	3	4	5	6	7	8
10/1/2017	$52,494	$55,104	$57,924	$60,799	$63,888	$67,080	$70,436	$73,955
10/1/2018	$54,069	$56,757	$59,662	$62,623	$65,804	$69,092	$72,549	$76,173
10/1/2019	$55,691	$58,460	$61,452	$64,501	$67,779	$71,165	$74,725	$78,458

CLASSIFICATION: SERGEANT

10/1/2017	$76,174	$79,983	$83,982	$88,181	$92,590	$97,219
10/1/2018	$78,459	$82,382	$86,501	$90,826	$95,367	$100,136
10/1/2019	$80,813	$84,854	$89,096	$93,551	$98,229	$103,140

Effective October 1, 2017

APPENDIX B

LONGEVITY

DEFINITION: Longevity pay is an extra payment in recognition of length of continuous service and is awarded equally to all full-time permanent personnel without regard to rank or position, in accordance with the following schedule: Any retroactive payments, due bargaining unit member, shall be made at the longevity rates in effect prior to effective date of this successor agreement.

After eight (8) but less than ten (10) consecutive years of service, $500.00 annually.

After ten (10) but less than fifteen (15) consecutive years of service, $1,000.00 annually.

After fifteen (15) but less than twenty (20) consecutive years of service, $1,500.00 annually.

After twenty (20) consecutive years of service and continuing thereafter, $1,750.00 annually.

Each longevity payment is inclusive of the prior payment and not in addition thereto.

Each longevity payment shall be made in a lump sum on the pay-day nearest to December 15th in each year, subject to applicable taxes; such payments shall be considered as part of wages applicable to pension.

ARTICLE 27. PHYSICAL EXAMINATION AND EMPLOYEE SAFETY

A. The City shall pay for one annual physical examination for each bargaining unit employee; the time and physician to be chosen by the City. The physical examination shall include, but not limited to, electrocardiogram, eye examination and hearing test.

B. All bargaining unit employees shall be granted sufficient duty time every three (3) months, (quarterly) to fire a qualification course. Employees will be allowed to practice at the pistol range once a month.

C. The City shall insure that the minimum manpower on duty for each uniform patrol shift will compose of at least, one sworn supervisor with the rank of Sergeant or above, or one O.I.C. (Officer In Charge), who will actively supervise the shift, and three sworn personnel of the rank of Police Officer or above, who will actively perform uniform division shift duties. Additionally there will be at least one person assigned to each shift for dispatch and related station support duties.

D. To insure the continued safety and fitness of employees, the City shall furnish a sufficient area for physical training, including appropriate weight lifting equipment.

ARTICLE 28. INSURANCE

A. The City will provide major medical, health, dental and vision insurance benefits. If the employee selects the HMO plan, then the City agrees to pay one hundred percent (100%) of the employees individual major medical, health, dental and vision insurance premium. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee.

B. If the employee selects the HMO plan, then employees covered by this Agreement will pay fifty percent (50%) of the cost for health, dental and vision insurance premiums for dependent coverage. If the employee selects the POS plan, then the employee will have to pay the difference between the cost of the POS plan and the amount the City would otherwise contribute to the HMO plan for the employee's dependents.

C. Prior to the implementation of a rate increase both the FOP and employees affected shall be notified in writing within thirty (30) days.

D. In accordance with Florida Statute 112.19, the sum of Twenty Five Thousand Dollars ($25,000.00) shall be paid by the City to any bargaining unit employee whose duties require him or her to enforce criminal law, make investigations relating thereto, apprehend and arrest violators thereof, or transport, handle or guard persons arrested for, charged with or convicted of violations thereof, provided that such bargaining unit employee, while under seventy (70) years of age and while engaged in the performance of any of the duties mentioned above, is killed or receives bodily injury which results in the loss of his or her life within one hundred and eighty (180) days after being received, regardless of whether he or she is killed or if such bodily injury is inflicted intentionally or

accidentally, provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted.

E. In accordance with Florida Statute 112.19, an additional Seventy-Five Thousand Dollars ($75,000.00) shall be paid to any employee covered by this Agreement who is unlawfully and intentionally killed while in the actual performance of his duties as a police officer with the City of Miami Springs.

F. In addition, the City will pay any employee covered by this Agreement, who dies while employed with the City of Miami Springs, a sum equal to one year's annual base salary of said deceased employee.

G. The City shall be liable for the payment of said sum and shall be deemed self-insured, unless it procures and maintains, or has already procured and maintains insurance to secure such payment. Any such insurance may cover only the risks indicated above and the amount indicated above, or it may cover those risks and additional risks and may be in a larger amount.

Such payment, whether secured by insurance or not, shall be made to the beneficiary designated by such bargaining unit employee in writing, signed by him or her and delivered to the City during his or her lifetime. If no such designation is made, then it shall be paid to his surviving child or children and the spouse in equal portions and if there be no surviving child or spouse, then to his or her estate.

ARTICLE 29. PREMIUM PAY

Special assignment allowances shall be provided to bargaining unit employees as described below:

A. Law enforcement personnel assigned to full-time detective duty - five percent (5%) bi-weekly.

B. Law enforcement personnel assigned to full-time motorcycle duty - seventy dollars ($70.00) bi-weekly.

C. Law enforcement personnel assigned full-time canine (K-9) duty shall work forty-three (43) hours per week or eighty-six (86) hours per period in accordance with the Fair Labor Standards Act (FLSA), Section 207 (k). The hours worked shall be paid at the straight time hourly rate for all activities directly or indirectly associated with the care and attendance of the dog and for time spent with related equipment associated with this activity. It is agreed and understood that the K-9 officer shall dedicate the above mentioned six (6) hours per pay period exclusively off-duty for all activity associated directly with the care, exercise, feeding, etc. of the dog. No further compensation is intended directly or indirectly in this arrangement.

The City agrees to reimburse the K-9 officer for dog food upon receipt of invoice and proof of payment. The City will continue to pay for veterinary and related expense for health maintenance.

When requested and authorized for periods of four (4) consecutive days, or more, for death in immediate family and annual vacation leave, the City shall pay or reimburse the cost for boarding when the temporary care arrangement, including the facility and cost, is approved prior to

boarding and commencement of such leave. The Police Chief, at his discretion, may assign the care of the canine to an officer who is qualified in K-9 duty.

D. Law enforcement personnel assigned as field training officers (F.T.O.) shall receive a premium of two and one-half percent (2 1/2%) added to base pay for all shifts on which they are assigned training duties.

Law enforcement personnel certified as field training officers shall receive a premium of five percent (5%) added to base pay for all shifts on which they are assigned training duties.

E. Law enforcement personnel who wish to become certified training officers, at the department discretion, will be granted on duty time to attend certification training, if manpower permits. If staffing does not permit, officers will be approved to attend on their own time.

F. Uniformed Officers and Uniformed Sergeants assigned to work on evening and night shifts shall receive a shift differential pay as follows:

1. Uniformed Officers working between the hours of 3 p.m. to 11 p.m. shall receive an additional one and three quarter percent (1.75%) added to their salary and Uniformed Sergeants working between the hours of 3 p.m. to 11 p.m. shall receive an additional one and three quarter percent (1.75%) added to their salary.

2. Uniformed Officers working between the hours of 11 p.m. to 7 a.m. shall receive an additional three percent (3%) added to their salary and Uniformed Sergeants working between the hours of 11 p.m. to 7 a.m. shall receive an additional three percent (3%) added to their salary.

3. Uniformed Officers and Uniformed Sergeants working the relief shift shall receive the above applicable differential.

ARTICLE 30. ACTING RANKS

Any employee who is officially designated by the Department to act in a rank higher than his permanent rank and actually performs said duties shall receive an additional five percent (5%) of his base pay at a differential per each eight-hour shift or hour by hour basis.

All appointments to acting ranks for a period of more than seven (7) days shall be in writing.

ARTICLE 31. LABOR MANAGEMENT COMMITTEE

The parties agree that there shall be a Labor Management Committee comprised of three (3) representatives from the City (to include a representative of the City Manager), and three (3) representatives from the FOP.

Meetings of the Labor Management Committee shall be held not more than once a month, and may be scheduled at the request of either party upon five (5) days notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those issues to be presented for discussion; the time and place shall be mutually determined by the parties.

The scope of authority of the Labor Management Committee shall be limited solely to discussing general matters pertaining to employee relations. It is agreed and understood that the Committee shall not engage in collective bargaining or the resolution of grievances. The sole purpose of this Committee is to improve communications between labor and management and it is understood that this paragraph and any discussions undertaken pursuant to it are not subject to the grievance procedure set forth in this contract.

In the event any written agreements are reached between the parties, both parties shall make a good faith effort to abide by said agreement.

The Labor Management Committee shall discuss the feasibility of implementing a "take home" vehicle program for members of the bargaining unit.

ARTICLE 32. CONFIDENTIAL RECORDS

As provided or prohibited by law and unless otherwise required by Court Order, the City may not release for examination and inspection any of the following information from its records:

A. The home address, telephone numbers and photographs of law enforcement personnel;

B. The home addresses, telephone numbers, photographs and places of employment of the spouses and children of law enforcement personnel;

C. The names and locations of schools attended by children of law enforcement personnel. It shall be the right of any employee covered by this Agreement, at reasonable times, to inspect and make copies of his or her personnel file.

Whenever a non-City employee requests a review of the personnel file of an employee covered by this Agreement (except in the case of a criminal investigation of such employee), any employee subject to this Agreement shall receive notification of the name of the person reviewing such file.

ARTICLE 33. RETIREMENT PLAN

Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Miami Springs Police and Firefighters Retirement Plan (the "Plan"), except as provided below. All changes to the existing Plan shall take effect on October 12, 2014 (the "effective date").

1. The accrued pension benefits of all Plan members who are employed and not participating in the DROP on the effective date, except members who are within 3 years of the normal retirement date, will be frozen on the effective date, as provided herein. The frozen accrued benefit of each member shall be calculated based on the 3.5% multiplier and other Plan provisions in effect on the day before the effective date, and each member's continuous service and average monthly earnings on that date. All such members shall be 100% vested in the frozen accrued benefit earned prior to the effective date, and will be eligible to receive the frozen accrued benefit upon reaching the normal retirement date, or a reduced benefit upon reaching the early retirement date, and separation from employment. Such members will accrue benefits on and after the effective date in accordance with section 2 below. Plan members who are employed and within 3 years of the normal retirement date on the effective date shall continue to accrue benefits in accordance with the Plan provisions in effect on the day before the effective date.

2. Plan members who are employed and not participating in the DROP on the effective date (except members who are within 3 years of the normal retirement date on the effective date) shall accrue benefits on and after the effective date in accordance with the Plan provisions in effect on the day before the effective date, except as follows:

a. The benefit multiplier shall be 3.5% for continuous service earned up to 20 years and 3% for continuous service earned after 20 years, with a maximum benefit of 85% of average monthly earnings. The 85% maximum benefit shall apply to the combined benefit earned prior to and after the effective date; provided, if a member has accrued a benefit percentage greater than 85% on the effective date, he/she shall retain that benefit percentage, but no additional benefit percentage shall be earned thereafter.

b. Average monthly earnings for continuous service on and after the effective date shall be the average of the 5 highest years of the last 10 years of continuous service (including continuous service prior to the effective date).

3. Bargaining unit members who are employed and not participating in the DROP on the effective date (except members who are within 3 years of the normal retirement date on the effective date), shall, upon reaching the normal or early retirement date and separating from City employment, be eligible for a monthly retirement benefit made up of two parts: (1) the frozen accrued benefit based on average monthly earnings, continuous service and the Plan provisions in effect on the day before the effective date; and (2) the accrued benefit based on continuous service and the Plan provisions in effect after the effective date.

4. Bargaining unit employees hired on or after the effective date shall accrue benefits in the same manner as provided in the current Plan, except as follows:

a. The benefit multiplier shall be 2.5% for each year of continuous service, with a maximum benefit of 70% of average monthly earnings.

b. The normal retirement date shall be the earlier of age 55 with 10 years of continuous service or age 52 with 25 years of continuous service.

c. Average monthly earnings shall be the average of the 5 highest years of the last 10 years of continuous service.

5. The parties agree that all Chapter 185 excess premium tax revenues shall be used to offset member contributions during fiscal years 2017-18, 2018-19 and 2019-20. Member contributions are capped at 12.5% of covered pay for fiscal years 2017-18 and 2018-19 and 2019-2020. It is specifically agreed and understood that the provisions of this Section 5 shall terminate September 30, 2020 and, therefore, effective October 1, 2020, member contributions shall be determined in accordance with the cost sharing provisions in section 35-55(c) of the Plan.

ARTICLE 34. EDUCATIONAL ASSISTANCE

The City will endeavor to implement, as soon as may be reasonably practical, an educational assistance program to be funded solely from assessments that may be received by the City pursuant to Florida Statute 943.25. Guidelines and eligibility for such educational assistance program will be established by the City Manager and delivered to the employees covered by this Agreement following its implementation.

Any employee who has entered the retirement drop plan will not be eligible for the educational assistance.

ARTICLE 35. SICK LEAVE

A. Employees shall earn paid sick leave at the rate of one day for each month of service, or 12 days per year.

B. Earned paid sick leave may not be used until completion of probation period of original appointment.

C. Earned sick leave may be accumulated from year to year

D. If an employee has not used more than two (2) days of allotted sick days during a fiscal year (October 1 through September 30) the City agrees to convert a certain number of sick days to annual leave, at the employees option, under the following scale:

Zero allotted sick days used	Convert three sick days to annual leave
One allotted sick day used	Convert two sick days to annual leave
Two allotted sick days used	Convert one sick day to annual leave

For purposes of the first year of this provision, the starting date shall be the day after the ratification vote by the City Council or October 1,1998, whichever is later. The scheduling of the time off is within the sole discretion of the Chief of Police. It is agreed that the scheduling of this time off shall not create an adverse impact on the minimum manning tables giving rise to overtime by others to fill the requirement of minimum manning and/or be the cause of adding additional new employees to the work force. Each employee must make his request known through his chain of command no later than October 31 of each calendar year, with regard to his desire to convert sick leave to annual leave.

E. Employees retiring under the City Pension System, or dying during active service or authorized leave, shall be paid for accumulated unused sick leave at the rate of 1/2 day for each day accumulated, to a maximum of

120 days (960 hours) pay at the employees final base pay rate.

"FINAL BASE PAY" shall have the same meaning as "FINAL AVERAGE SALARY" as the term is defined in Subsection 35.04, Miami Springs Civil Service Rules and Regulations.

F. Employees resigning from the City Service with 15 or more years of service shall receive a total maximum of thirty (30) days (240 hours) pay. Employees resigning with less than fifteen (15) years of service, or being terminated for other reasons, shall not receive any pay for unused medical leave accumulation.

G. Sick leave shall be granted for employee injury or illness not connected with work.

H. Employees are responsible for notifying an on-duty supervisor at least two (2) hours prior to their scheduled shifts.

I. Employees absent for longer than three (3) consecutive working days on sick leave may be required to provide a medical statement of fitness and evidence of reason for absence. Employees with three (3) or more separate sick leave occurrences within any 90 day period will be subject to administrative review and could be subject to disciplinary action if found to be a sick leave abuser. After administrative review, an employee who is determined to be an abuser may be required to produce a medical statement for any sick leave occurred during the twelve (12) month period following the last abusive occurrence.

J. No sick leave shall be charged for treatment required by the City or for time lost as a result of compensable injury sustained while on duty.

K. Employees covered by this Agreement shall be compensated for accumulated sick leave in accordance with the provisions of this article, rather than the provisions of subsection 34.16(c), MEDICAL LEAVE, Miami Springs Civil Service Rules and Regulations. This article is intended to replace subsection 34.16(c), Medical Leave, and is not intended to be an additional benefit over and above any benefits set forth in subsection 34.16(c), Medical Leave, Miami Springs Civil Service Rules and Regulations.

L. FAMILY MEDICAL LEAVE POLICY (FMLA, 1993)

On April 5, 1994, City Administrative Order 94-6, Family Medical Leave Policy (FMLA, 1993) was adopted pursuant to Federal Statute, the Family and Medical Leave Act of 1993. This policy supersedes and replaces the provisions heretofore set forth in Section K of this Article and is incorporated herein by reference.

ARTICLE 36. BEREAVEMENT LEAVE

~~A.~~ Four (4) days of emergency leave with pay shall be granted in the event of a death in the immediate family, provided that the employee actually attends the funeral. Immediate family is defined as spouse, children, grandchildren, mother, father, sister, or brother, mother-in-law, father-in-law, grandfather, grandmother, or upon proof of any person in the general family living within the same household. Should any employee require additional time other than provided herein, he/she may request that funeral leave be extended an additional two (2) work days. Emergency requests for such extensions, arising during said leave shall be granted by the Department whenever possible.

ARTICLE 37. PROBATIONARY PERIOD

The probationary period for all incoming employees covered by this Agreement is twelve (12) months after such incoming employee has both been (1) state certified and has (2) begun actual employment with the City.

ARTICLE 38 - TOXICOLOGY AND ALCOHOL TESTING

The City and the FOP recognize that employee substance and alcohol abuse can have an adverse impact on Miami Springs government, the Department's operations, the image of City employees and the general health, welfare and safety of the employees and the general public.

The City shall continue to have the right to require Toxicology and Alcohol Testing as part of any regularly scheduled physical examination.

The City shall also have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug or alcohol. The City and the FOP agree that requiring employees to submit to testing of this nature shall be limited, "except as provided in the City's May 17, 1994 Administrative Order 94-7, Drug Free Workplace Policy/Drug Screen Policy Statement with respect to Workers' Compensation" to circumstances that indicate reasonable suspicion to believe that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the City Personnel Rules or Departmental Rules and Regulations regarding the use of such substances.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing, "except as provided in the City's May 17, 1994 Administrative Order 94-7," shall first be approved by Police Chief or higher authority within the City to ensure proper compliance with the terms of this Article.

The City, guided by the most recent research in toxicology, will select toxicology breath and/or urine test(s) to be used. If an employee tests positive, a second confirmatory test on the original specimen must be administered in a timely manner to verify the results before

administrative action is taken. The City shall make a reasonable effort to provide employees with the results of a positive test within 72 hours of providing the specimen. However, failure to comply with this 72 hour notification provision shall not preclude the City from utilizing the positive test results in any administrative or disciplinary action up to and including dismissal as deemed appropriate in accordance with the applicable provisions of City Administrative Orders, the City Code, the City Personnel Rules and Departmental Rules and Regulations. All tests will be conducted in approved laboratories using recognized technologies.

All disputes arising out of the implementation of this article will be pursued under Article 15 of the agreement.

The results of such tests may result in appropriate disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the Code of the City of Miami Springs, the City Personnel Rules and Departmental Rules and Regulations. Employee refusal to submit to toxicology or alcohol testing in accordance with the provisions of this Article may result in disciplinary action up to and including dismissal, in accordance with the applicable provisions of the City Code, the Miami Springs Personnel Rules and Departmental Rules and Regulations.

The parties agree that the City's May 17, 1994 Administrative Order 94-7, Drug Free Workplace Policy/Drug Screen Policy Statement provisions agreed to herein were adopted by the City pursuant to the provisions of Chapter 440.102 Florida Statutes and Chapter 38F-9 of the Florida Administration Code. The parties further agree that the Agreement to the implementation of the provisions of the policy/statement are contingent upon the continuation of the underlying authorizing statutory/code authority. Should said statutory/code authority be repealed, invalidated

by a Court of competent jurisdiction or otherwise cease to exist, the contractual agreement re: the policy/statement will not independently survive without said statutory authority.

ARTICLE 39. TERM OF AGREEMENT AND REOPENERS

This Agreement shall be effective October 1, 2017, upon being approved by a majority vote of the employees voting in the bargaining unit and upon ratification by the City of Miami Springs City Council, and shall continue until September 30, 2020.

All elements of this Agreement shall remain in force for the period called for above unless by mutual agreement, in writing, the parties amend some portion thereof. It is agreed and understood that this Agreement constitutes the whole agreement between the parties.

Any Articles contained herein which include multiple year provisions shall not be reopened during the stated multiple year term.

SIGNATORY PROVISION

The foregoing Agreement between the City of Miami Springs and Florida State Lodge Fraternal Order of Police consists of a Preamble and Thirty-Nine (39) Articles, including Appendixes A and B and shall continue until September 30, 2020.

Agreed to this 9th day of October, 2017.

WITNESS:

_____

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE INC.

BY:_____
Joe Puleo, FOP Staff Representative

WITNESS:

_____

CITY OF MIAMI SPRINGS

BY:_____
William Alonso
Finance Director