

RESOLUTION NO.: 121-16-14676

A Resolution approving and authorizing the City Manager to execute a three year (October 1, 2015 – September 30, 2018) collective bargaining agreement (Lieutenants and Captains) between the Miami-Dade County Police Benevolent Association and the City of South Miami.

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

WHEREAS, a Collective Bargaining Agreement with the Miami-Dade County Police Benevolent Association (PBA), representing the Lieutenants and Captains of the South Miami Police Department, is an integral component of this effort; and

WHEREAS, the City Administration and the PBA have successfully concluded negotiations on a new three year contract for fiscal years 2015 – 2018 which achieves these objectives; and

WHEREAS, the members of the upper unit of the PBA who are Lieutenants and Captains have ratified the proposed agreement.

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

Section 1: The Mayor & City Commission approves the Lieutenants and Captains Collective Bargaining Agreement for Fiscal Years 2015-2018 between the Miami-Dade County Police Benevolent Association and the City of South Miami, and authorizes the City Manager to execute the agreement.

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

Section 3: The attached exhibit is incorporated by reference into this resolution.

PASSED AND ADOPTED this 21st day of June, 2016.

ATTEST:


CITY CLERK

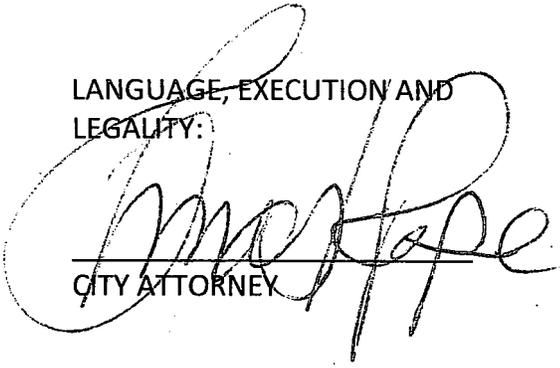
Approved:


MAYOR

READ AND APPROVED AS TO FORM

Commission Vote: 5-0

LANGUAGE, EXECUTION AND
LEGALITY:



A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read 'M. Hoffe'.

CITY ATTORNEY

Mayor Stoddard:	Yea
Vice Mayor Welsh:	Yea
Commissioner Edmond:	Yea
Commissioner Liebman:	Yea
Commissioner Harris:	Yea



**CITY OF SOUTH MIAMI
OFFICE OF THE CITY MANAGER
MEMORANDUM**

TO: The Honorable Mayor and City Commission

FROM: Steven Alexander, City Manager

DATE: June 21, 2016

Agenda Item No.:

10

SUBJECT: Contract between the City of South Miami and Miami-Dade County Police Benevolent Association (Lieutenants & Captains).

REQUEST: **A Resolution Approving and Authorizing The City Manager To Execute A Three Year (October 1, 2015 – September 30, 2018) Agreement Between The Miami-Dade County Police Benevolent Association Collective Bargaining Union (Lieutenants & Captains) And The City of South Miami.**

This Agreement covers the Police Captains and Lieutenants of the City of South Miami Police Department. The negotiation sessions were very productive and the parties were able to reach an Agreement on the terms and conditions of a multi-year Collective Bargaining Agreement, effective October 1, 2015 through September 30, 2018. The major highlights and monetary benefit provided by the Agreement and the associated costs are set forth below in the section entitled, "Summary of Legislation."

BACKGROUND:

Collective Bargaining Agreements (CBA) are entered into by the City and each bargaining unit for the purpose of promoting harmonious relations between the City and the members of the Union, establishing clear and agreed upon procedures for the resolution of grievances, insuring continuation of normal activities and Departmental operations, settling differences that might arise, and setting forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and all other conditions of employment. The City currently has three such bargaining units: AFSCME, representing a fraction of our general employees; the Police Benevolent Association (PBA) representing two bargaining units - the Captains and Lieutenants (Upper Unit) and Sargent's and Officers (Lower Unit).

Within the last three years, the City of South Miami Police Department has made strides and achievements. With the concept of community policing as a core value, we have built partnerships with our community to meet the challenges that living in a great metropolitan area can pose.

Municipal Service Structures

One component of municipal service structure is the presence and quality of the rules and expectations by which an Officer is guided and evaluated. One measurement of this type of Police Department structural quality is accreditation by the Commission for Florida Law Enforcement Accreditation, Inc., (CFLEA) which the South Miami Police Department achieved for the first time in 2015. An accreditation program has long been recognized as a means of maintaining the highest standards of professionalism. The accreditation process requires an in-depth review of every aspect of the agency's organization, management, operations, and administration. Accreditation serves as a yardstick to measure the effectiveness of the agency's programs and services. Accreditation streamlines operations, providing more consistency, and more effective deployment of agency manpower. Accreditation is a coveted award that symbolizes professionalism, excellence, and competence. Employees take pride in their agency, knowing that it represents the very best in law enforcement.

Equipment

The City has completed many projects over the last three years to help better support and benefit the Police Officers in their respective duties. Below are a few of them:

- Installation of a new computer system consisting of Police communication hardware and software system for the police officers to utilize. The project cost \$300,000 and requires an annual recurring cost of approximately \$65,000.
- We completely rebuilt the Communication Office area to include all new, cabinets, networking cables, painting, and communication infrastructure for the approximate cost of \$12,000.
- We purchased new Body Cameras to assist Police Officers in identifying the exact situation at an incident, at an approximate cost of \$61,000, with a recurring annual expense of approximately \$40,000 for the maintenance and software update of the system.
- We built a new Police vehicle fueling area, including a Canopy Area that includes a new roof, lights, vacuum, air, and water for the approximate cost of \$200K for design and construction. The new fuel canopy area serves multiple purposes including: protecting Officers from the elements when vacuuming and washing their assigned vehicles and maintaining correct tire pressure for safe operation.
- We routinely purchase approximately ten new laptops and tablets each year for the Officer's use in their respective patrol vehicles. The City regularly replaces outdated computer equipment in an effort to have the Police Department function with the most up-to-date equipment available in the marketplace. This costs the City approximately

- \$15,000 each year.
- The City has been continuously performing network upgrades for better communication between Miami-Dade County and the City of South Miami, including the Police Department. Better connection means better connectivity and more reliability. The estimate cost for the network revamping was approximately \$75,000.
 - Three new large Copiers were installed in the Police Department for the ease and efficiency of Police Officers. The estimated annual expense related to the copiers is approximately \$3,000.
 - The City created a 7-year replacement cycle for police patrol vehicles to keep the Police fleet up-to-date and safe, since older vehicles with excessive mileage and usage become unsafe for police work. The City spends \$250,000 / year to assure that our Police Officers have safe and operable patrol cars.

Training

A well-trained police force is the most effective way to properly insure that the City is safe and protected. Along those lines, the City has provided the following training and related programs:

- The Tactical Response Team to address active shooters has become SWAT trained.
- The Department is scheduled for accreditation assessment.
- Select officers have received special training for engaging psychologically disturbed members of the public.
- Staff members have been assigned to advanced executive training.
- Our leadership and our Officers have conducted active shooter training for area schools, businesses, and city employees.
- Approved the certification training of a CRA officer to become a ***Crime Prevention Practitioner*** in order to facilitate crime prevention sessions with the residential and business communities.
- One Detective has been trained and is currently accessing and using Florida's Facial Recognition Network program (FR-NET) to assist in identifying suspects/offenders.

Recognition

We remain proud of the outstanding commitment of our dedicated force. Our Police Force has earned the following recognition:

- First time accreditation by CFLEA in 2015.

- A South Miami Police Officer was the recipient of PBA's Rookie of the Year Award for 2012 for all of Miami-Dade County.
- Our Communications Supervisor received the Prestigious County-Wide LEO Award for Support Services, 2012, one of the most prestigious awards given to a Police Officer and Communications Officer.
- A South Miami Police Officer was a nominee for the Florida Retail Federation Law Enforcement Officer of the Year for 2014.
- A South Miami Police Officer was the recipient of the LEO Awards Investigative Services Award for 2015.

Excellent and supportive Police leadership

Our officers are guided by outstanding command staff. Through this team effort, the following was achieved:

- In the past 2 years, South Miami experienced the lowest number of crimes in the last 35 years for which data are available from FDLE. One-third of the way through 2016 calendar year we have achieved another 30% drop over the previous year for this period. These figures may change, but the trend indicates that, again, the City is in for a remarkable year of crime reduction and prevention.
- As part of the City's new Community Policing initiative, Police Officers have been permanently assigned to cover specific zones, instead of rotating through zones as was the previous practice. The new "Own-a-Zone" assignment policy increase communication and familiarity between the Police and the residents and community to enhance prevention, and Officer safety.
- A Permanent downtown walking beat Officer was assigned to address quality of life and crime issues in downtown district. This program has been very widely praised and is very successful.
- Established a Bicycle Patrol Unit and trained/certified five (5) officers for more effective response and community policing efforts.
- Implemented new assignments for the CRA area for Community Policing, including the establishment of a new substation in the area and the assignment of a full-time Police Sergeant to supervise the Officers assigned to the CRA area.
- The first National Night Out was conducted October 2015 in partnership with the community and other local law enforcement agencies.
- Crime rates are at the lowest since 1991.
- Cops and Students Talking (CAST) summer program was created last year and will resume this summer, to engage area youth with our police officers and their programs.

- Police Athletic League (PAL) program was fully instituted with 32 kids participating.
- The body-worn camera program will be fully implemented and utilized by Uniform Patrol personnel by end of June 2016 to enhance Officer safety.
- Red light traffic enforcement program became fully operational December 2015, including Special Master hearings. This program immediately improved pedestrian safety at the US 1 – Sunset Drive crosswalks, where we have seen so many accidents. Reduction in traffic accidents not only improves public safety, it also allows our Police Officers to spend less time writing up accidents and thus more time on patrol and crime prevention.

Our Police Department is among the best in South Florida. We believe that the City of South Miami Police Officers have an excellent working environment when compared to other Police jobs in South Florida. Their perks include excellent benefits, pay, and working conditions, great equipment, vehicles, computer systems, leadership, and support from the City Commission and public.

Current Salary and Benefits

Since 2013, the City has ratified one full revision of the CBAs with the two Police bargaining units (approved in October of 2013.)

The 2013 revision resulted in both the Upper and Lower units receiving a 5% across the board cost of living adjustment (COLA) wage increase that was agreed to be implemented retroactive to October 1, 2012. Additionally, the two units received two floating holidays each year, and a Special Risk pay benefit was increased from \$40 per pay period to \$60 per pay period. A newly created command staff incentive pay was awarded, which provides \$60 per pay period to covered employees. Employees covered under these Agreements received an increase in uniform purchasing allowance.

Despite our City population and budget being smaller than most other municipalities, the average South Miami Police Department (SMPD) Officer salary is currently **1.2% above** the average municipal police officer salary within Miami Dade County, and **10% more** than similarly ranked officer salaries in the Miami Dade County Police Department (MDPD).

City Police covered by our CBAs have a well-funded defined benefits pension plan, operated independently of the rest of the employees' plans.

2016 CBA NEGOTIATIONS

Retirement plan

For many years, our Police Officers have been asking the City administration and City Commission to convert their retirement program to the Florida Retirement System (FRS). FRS offers guaranteed levels of payouts at retirement and its "cash back to you" contribution rates, and the ability to transfer to another participating government or relocation elsewhere in the State without losing any retirement benefit. The FRS program is the best public retirement program in the State of Florida, and one of the best public retirement programs in the entire country, due to its high level of benefits, security, and transferability of employment. The ability to opt into the FRS would have been a significant advancement for South Miami employees. After considerable work, we were finally able to offer the FRS program to our employees. Further, we were able to offer FRS as an individual alternative to our existing City Pension plan, such that individual employees could choose whichever plan benefitted them the most. It was a complete win-win option for the City employees. This excellent benefit, which had been long sought by our employees was discarded primarily by the Lower unit.

Holidays

The City recently added Columbus Day as an additional holiday for which Officers either have the day off or if working, receive time and a half pay. This is in addition to fifteen other paid holidays or paid days off.

Salary

Our proposed increases in the Agreement with the PBA bargaining unit for 2016 was to increase salaries of all members of both bargaining units to 7.5% above the average municipal police officer's 2015 salary in our County, and 17% more than the average MDPD Officer salary.

The proposed union contract also includes guaranteed cost-of-living adjustments to prevent reduction in purchase power of employee salaries due to any increase in the cost of living, thus insuring a stable, predictable, and higher income for our Officers.

Outcome of negotiations

To our complete bewilderment, after seeking the FRS option for years, the **Lower unit** of our Police Department voted down the FRS option during the first round of contract negotiations in 2016. Their rejection of FRS had the unfortunate effect of removing this option for all of the South Miami employees.

Unfortunately, the Lower unit voted down the proposed Agreement, while the Upper Police unit quickly decided to take advantage of the excellent new CBA, locking in for themselves a very significant pay increase and an unprecedented guarantee of future salary increases.

Over the same period the AFSCME bargaining unit approved an Agreement with a COLA provision similar to that approved by the Upper Police unit but was rejected by the Lower Police unit.

It should be noted that the Police Lower unit rejection of the new contract was not universal – approximately one third of the officers voted to receive the same benefits as the Upper Police and ASCME employees.

Some Officers in the Lower unit want to go a different way than their commanding Officers who have agreed to a new PBA contract that is anticipated to be approved tonight. The Officers covered by the Lower unit, whose union of choice is currently the PBA, wish to break away from the PBA and bring in a new union, in the belief that a different union will force the City back to the bargaining table to get a better deal. Clearly, the City has put forward an excellent Agreement but apparently the Lower unit wants more.

As City Manager, I need to manage expectations and resources. The Commission and the community deserve a great and efficient Police Department. It would appear the expectations of the Lower unit for even greater salary increases are unrealistic given our financial abilities. By offering the Lower unit contract we did, which included appropriate and generous provisions identical to those of the Upper unit, we have done all we can to be accommodating.

The decision of the Lower unit will place the Officers in that unit in a difficult position. First, they are not eligible for the salary increases and guarantees to be enjoyed by the Upper unit and ASCME employees. Second, with a new union comes not only new negotiations, but an entirely new Agreement, different from the contract that was proposed this year and accepted enthusiastically by the Upper unit. The Lower unit's unrealistic expectations of carrying over protections from the existing Agreement, and of building off the proposed agreement that they just rejected are off the negotiating table. The Lower unit's superfluous and overly expensive expectations will not be forthcoming. Many concepts desired by City management, not present in the current CBAs, will be demanded in the new rounds of negotiations.

SUMMARY OF LEGISLATION:

This Agreement covers the Lieutenants and Captains of the City of South Miami Police Department. A total of (3) Lieutenants and (2) Captains make up the composition of the membership. The negotiation sessions were very productive and the parties were able to reach an Agreement on the terms and conditions of a three-year Collective Bargaining Agreement; effective October 1, 2015 through September 30, 2018. The major highlights and monetary benefit provided by the Agreement and the associated costs are set forth below.

Article 7 Internal Affairs Investigation and Obligation to the Public

Employees covered by the Agreement requested that letters of complaint from citizens that are not sustained after investigated will be removed from Officer's official personnel record.

Article 9 Promotions, Removal and Seniority

The parties agree to re-open this Article within twelve (12) to fifteen (15) months of ratification for the purpose of discussing the implementation of a one (1) year probationary period for Lieutenants and Captains.

Article 11 Grievance & Arbitration Procedure

If the parties fail to mutually agree to the selection of an impartial arbitrator, the party requesting arbitration shall request a metropolitan panel of five arbitrators from the Federal Mediation and Conciliation Service (FMCS). This is a change from the American Arbitration Association.

Article 12 Holidays

Employees covered by the Agreement will receive (1) additional paid Holiday, Columbus Day, each year.

Article 17 Extra-Duty Police Employment

Effective upon ratification, the Revised Extra-Duty Police Employment Policy shall be revised to reflect that the City shall be entitled to no more than a five dollar (\$5) flat fee per detail worked by each bargaining unit member.

Effective upon ratification, the Revised Extra-Duty Police Employment Policy shall be revised to reflect that all extra-duty details requested with more than three days notice to the City shall be bid by seniority in the following order: police officers, police sergeants, other police department employees.

Any employee who may be injured while acting in the scope of such employment shall be entitled to the same rights, privileges, benefits and workers' compensation as if on duty provided that such extra-duty employment is authorized by the Chief of Police.

Article 23 Authorized Use of Private Automobile

Any employee authorized to use his private automobile in the performance of his City duties must obtain prior authorization in writing.

Article 26 Compensation

Cost of Living

Upon execution of the CBA, and each year thereafter, bargaining unit members shall receive a Cost of Living (COLA) increase, based on the Consumer Price Index - All Urban Consumers 12-Month Percent Change for the Miami-Ft. Lauderdale FL area (CPI), which shall have the effect of increasing the pay for each employee, unless the CPI is zero or is negative, which shall then have no decreasing effect on the employee's pay.

Over the past three years the Consumer Price Index- All Urban Consumers 12-month Percent Change for the Miami-Ft. Lauderdale, FL area (CPI) has been established by the United States Department of Labor, Bureau of Labor Statistics as follows:

(Annual CPI 2012) October 1, 2013 - September 30, 2014 = 1.9%

(Annual CPI 2013) October 1, 2014 - September 30, 2015 = 1.3%

(Annual CPI 2014) October 1, 2015 - September 30, 2016 = 2.1%

(Annual CPI 2015) October 1, 2016 – September 30, 2017 = 0.9%

Any employee hired prior to October 1, 2014 shall receive a 5.3% COLA increase.

Any employee hired on or after October 1, 2014 but prior to October 1, 2015 shall receive a 3.4% COLA increase.

Any employee hired on or after October 1, 2015 but prior to October 1, 2016 shall receive a 2.1% COLA increase.

Step Pay Program

Effective October 1, 2016, a **new** pay step program shall be implemented and begin as follows:

A step pay increase will be awarded at the end of the month upon completion of anniversary year within the employee's classification provided he meets the provisions contained in this Article.

Schedule is as follows:

- 2% step pay increase = Year 2 of the pay step program (completed 24 months of service from October 1, 2016)
- 2% step pay increase = Year 4 of the pay step program (completed 48 months of service from October 1, 2016)
- 2% step pay increase = Year 6 of the pay step program (completed 72 months of service from October 1, 2016)
- 2% step pay increase = Year 8 of the pay step program (completed 96 months of service from October 1, 2016)
- 2% step pay increase = Year 10 of the pay step program (completed 120 months of service from October 1, 2016)
- 3% step pay increase = Year 15 of the pay step program (completed 180 months of service from October 1, 2016)
- 3% step pay increase = Year 20 of the pay step program (completed 240 months of service from October 1, 2016)

Employee must not have any of the following within a two (2) year period preceding the effective date of the step increase:

- Received a score below 3.0 on the annual performance review
- Be on A sustained or upheld Suspension

- Be on a Performance Improvement Plan

Once the listed above items have been resolved and finalized for employee record, then employee can request to be reviewed again for step pay increase. An employee that has a suspension or annual performance review overturned through the appropriate appellate process shall be entitled to the applicable step pay increase he would have otherwise received at the time.

(Note: only one employee in the Upper PD class is currently eligible for a Step Raise.)

Article 30 Retirement Benefits

Effective October 1, 2016 Police Officer contributions will be capped at no more than 12.0% of earnings.

The total monetary benefit provided by the Agreement and the associated costs is \$92,939.

Effective October 1, 2016, for those employees who have not yet retired from City service, the benefit accrual rate (multiplier) for all years of service shall be 3.0%. The City shall pass whatever ordinances are required to effectuate this change, if necessary.

The following changes in retirement benefits are hereby agreed and are incorporated hereto as historical data:

Effective October 1, 1995, the benefit accrual rate (multiplier) shall be increased from 1.9 % to 2.25% for services performed in the 1995-1996 fiscal year;

Effective October 1, 1996, the benefit accrual rate (multiplier) shall be increased from 2.25% to 2.50% for services performed in the 1996-1997 fiscal year;

Effective October 1, 1997, the benefit accrual rate (multiplier) shall be increased from 2.50% to 2.75% for services performed in the 1997-2001 fiscal years.

Effective October 1, 2001, the benefit accrual rate (multiplier) shall be increased from 2.75 to 2.80 percent for services performed in the 2001-2002 fiscal year.

Effective October 1, 2002, the pension benefit accrual rate (multiplier) for sworn police personnel shall be increased from 2.80 percent to 2.90 for services performed in the 2002-2003 fiscal year.

Effective October 1, 2003 and thereafter the pension benefit accrual rate (multiplier) for sworn police personnel shall be increased from 2.90 to 3.00 percent.

The multiplier factor for all years of service prior to October 1, 1993, the multiplier shall be 1.6%. For services rendered during fiscal year 1993-94 (October 1, 1993 through September 30, 1994), the multiplier shall be 1.8%. For services rendered during October 1, 1994 through September 29, 1995, the multiplier shall be 1.9% to be applied at the time of retirement of each bargaining unit employee covered by this Agreement.

The above stated COLA and Step Increases will be carried forward into all future fiscal years beginning with FY 2016-2017, increasing the overall personnel cost of the Police Department.

AMOUNT:

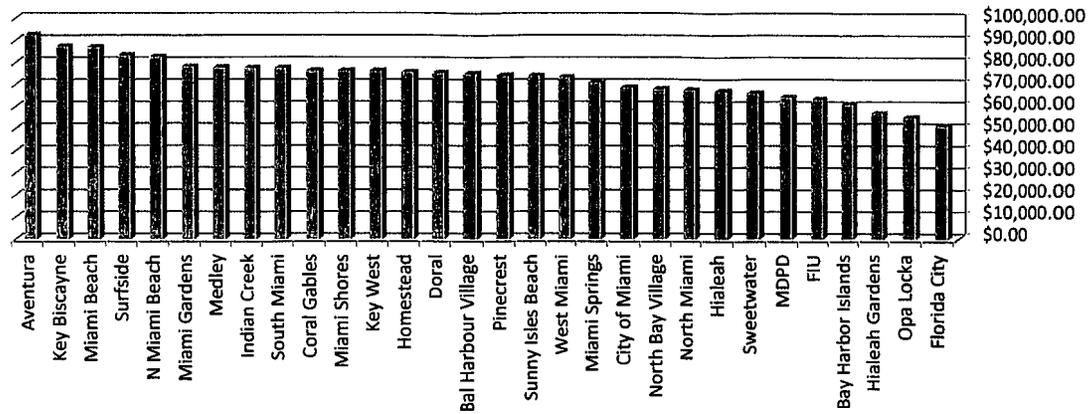
ACCOUNT: Account No.

ATTACHMENTS: Resolution

October 1, 2015 Police Sergeant Salary Survey

Police Sergeant	
Department	Average
Aventura	\$92,697.99
Key Biscayne	\$87,654.41
Miami Beach	\$87,185.70
Surfside	\$83,571.83
N Miami Beach	\$82,931.68
Miami Gardens	\$78,466.00
Medley	\$77,937.97
Indian Creek	\$77,740.00
South Miami	\$77,625.88
Coral Gables	\$76,573.50
Miami Shores	\$76,544.64
Key West	\$76,433.78
Homestead	\$75,773.50
Doral	\$75,590.87
Bal Harbour Village	\$75,168.76
Pinecrest	\$74,380.50
Sunny Isles Beach	\$74,186.19
West Miami	\$73,562.50
Miami Springs	\$71,108.50
City of Miami	\$68,850.10
North Bay Village	\$68,134.56
North Miami	\$67,805.50
Hialeah	\$67,247.31
Sweetwater	\$66,259.65
MDPD	\$64,440.61
FIU	\$63,505.00
Bay Harbor Islands	\$61,364.28
Hialeah Gardens	\$57,299.00
Opa Locka	\$55,345.00
Florida City	\$51,612.30

October 1, 2015 Police Officer Average of Starting & Top Salary



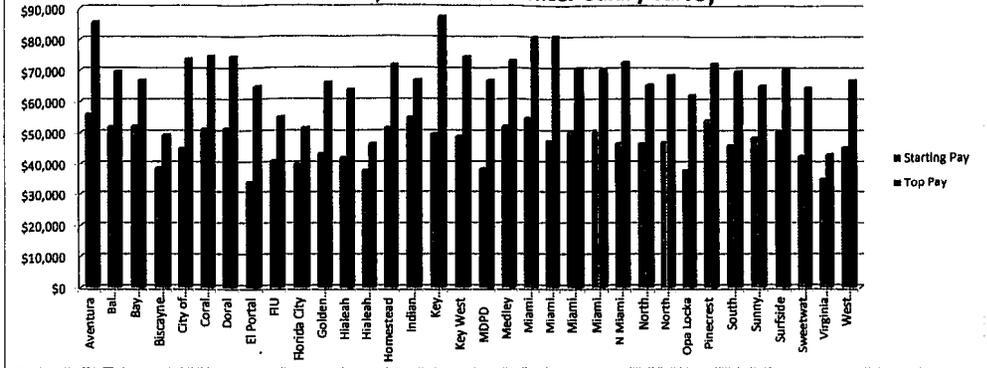
Average Sgt. Pay

October 1, 2015 Police Salary Survey

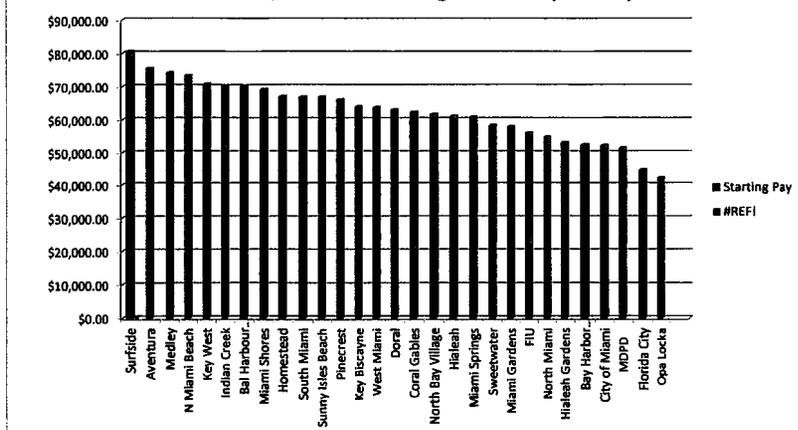
Police Officer Salaries			Police Sergeant			Police Lieutenant		
Department	Starting Pay	Top Pay	Department	Start Pay	Top Pay	Start Pay	Top Pay	
Aventura	\$55,956.51	\$85,566.81	Aventura	\$75,476.24	\$109,919.73	N/A	N/A	
Bal Harbour Village	\$51,917.38	\$69,574.25	Bal Harbour Village	\$70,000.00	\$80,337.52	N/A	N/A	
Bay Harbor Islands	\$52,221.17	\$66,935.82	Bay Harbor Islands	\$52,445.95	\$70,282.61	N/A	N/A	
Biscayne Park	\$38,658.00	\$49,338.00	Biscayne Park	5% Increase	5% Increase	N/A	N/A	
City of Miami	\$48,920.00	\$73,777.500	City of Miami	\$52,101.00	\$85,668.00	\$59,024.810	\$91,024.810	
City of Miami	\$39,220.00	\$52,777.500	City of Miami	\$62,150.00	\$90,889.00	N/A	N/A	
Doral	\$51,422.36	\$74,562.41	Doral	\$62,992.39	\$88,189.34			
El Portal	\$34,144.50	\$65,000.00	El Portal	not estab	not estab			
FIU	\$40,994.92	\$55,138.87	FIU	\$56,000.00	\$71,010.00	\$68,630.56	\$75,306.90	
Florida City	\$39,918.24	\$51,648.71	Florida City	\$44,713.01	\$58,511.59	N/A	N/A	
Golden Beach	\$43,260.00	\$66,000.00	Golden Beach	\$66,280.00	\$75,000.00	N/A	N/A	
Hialeah	\$42,090.56	\$63,892.92	Hialeah	\$60,998.60	\$73,496.02	\$70,087.68	\$83,864.56	
Hialeah Gardens	\$38,000.00	\$46,500.00	Hialeah Gardens	\$53,112.00	\$61,486.00			
Homestead	\$51,500.00	\$71,776.00	Homestead	\$66,934.00	\$84,613.00	\$80,225.60	\$101,415.31	
Indian Creek	\$54,932.00	\$66,880.00	Indian Creek	\$70,070.00	\$85,900.00	N/A	N/A	
Key Biscayne	\$49,834.27	\$68,722.04	Key Biscayne	\$69,911.77	\$101,499.65	N/A	N/A	
Key West	\$48,781.46	\$74,382.48	Key West	\$70,795.73	\$82,071.82	\$79,680.66	\$89,682.37	
MDPD	\$38,428.52	\$66,875.90	MDPD	\$51,388.74	\$77,492.48			
Medley	\$52,141.02	\$73,113.20	Medley	\$74,074.39	\$81,801.54	N/A	N/A	
Miami Beach	\$46,697.88	\$80,897.63	Miami Beach	\$80,800.08	\$93,571.92			
Miami Gardens	\$47,391.00	\$81,080.00	Miami Gardens	\$57,847.00	\$99,085.00			
Miami Shores	\$50,169.48	\$70,762.40	Miami Shores	\$69,104.43	\$83,984.85	N/A	N/A	
Miami Springs	\$49,965.00	\$70,393.00	Miami Springs	\$60,810.00	\$81,407.00			
N Miami Beach	\$46,576.82	\$72,247.50	N Miami Beach	\$73,301.28	\$92,562.08	N/A	N/A	
North Bay Village	\$46,462.20	\$65,204.6	North Bay Village	\$56,151.92	\$73,755.20			
North Miami	\$47,012.82	\$68,561.00	North Miami	\$54,676.00	\$80,935.00	N/A	N/A	
Opal Locks	\$38,000.00	\$62,208.00	Opal Locks	\$42,105.00	\$68,585.00	N/A	N/A	
Pinecrest	\$53,059.00	\$72,222.00	Pinecrest	\$63,998.00	\$82,763.00	N/A	N/A	
South Miami	\$46,000.00	\$69,816.33	South Miami	\$66,900.00	\$88,351.75			
Sunny Isles Beach	\$48,329.90	\$65,007.62	Sunny Isles Beach	\$66,900.00	\$81,472.37			
Surfside	\$50,587.77	\$70,558.98	Surfside	\$80,500.00	\$86,593.61	N/A	N/A	
Sweetwater	\$42,471.20	\$64,631.57	Sweetwater	\$58,219.16	\$74,300.14			
Virginia Gardens	\$35,120.00	\$43,000.00	Virginia Gardens	N/A	N/A	N/A	N/A	
West Miami	\$45,300.00	\$66,928.00	West Miami	\$63,741.00	\$83,384.00			

Non-Collective Bargaining

October 1, 2015 Police Officer Salary Survey



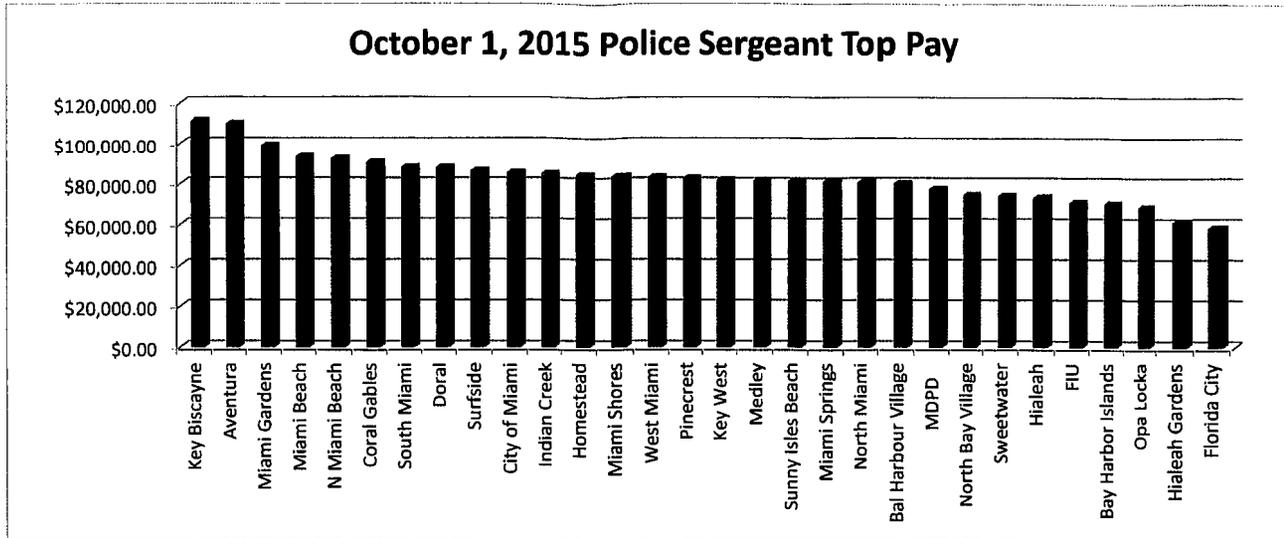
October 1, 2015 Police Sergeant Salary Survey



October 1, 2015 Police Sergeant Salary Survey

Police Sergeant	
Department	Top Pay
Key Biscayne	\$110,393.65
Aventura	\$109,919.73
Miami Gardens	\$99,085.00
Miami Beach	\$98,571.32
N Miami Beach	\$92,662.08
Coral Gables	\$90,889.00
South Miami	\$88,351.75
Doral	\$88,189.34
Surfside	\$86,593.64
City of Miami	\$85,563.87
Indian Creek	\$85,300.80
Homestead	\$84,613.00
Miami Shores	\$83,984.85
West Miami	\$83,384.00
Pinecrest	\$82,763.00
Key West	\$82,071.82
Medley	\$81,801.54
Sunny Isles Beach	\$81,472.37
Miami Springs	\$81,407.00
North Miami	\$80,935.00
Bal Harbour Village	\$80,337.52
MDPD	\$77,492.48
North Bay Village	\$74,755.20
Sweetwater	\$74,300.14
Hialeah	\$73,496.02
FIU	\$71,010.00
Bay Harbor Islands	\$70,282.61
Opa Locka	\$68,585.00
Hialeah Gardens	\$61,486.00
Florida City	\$58,511.59

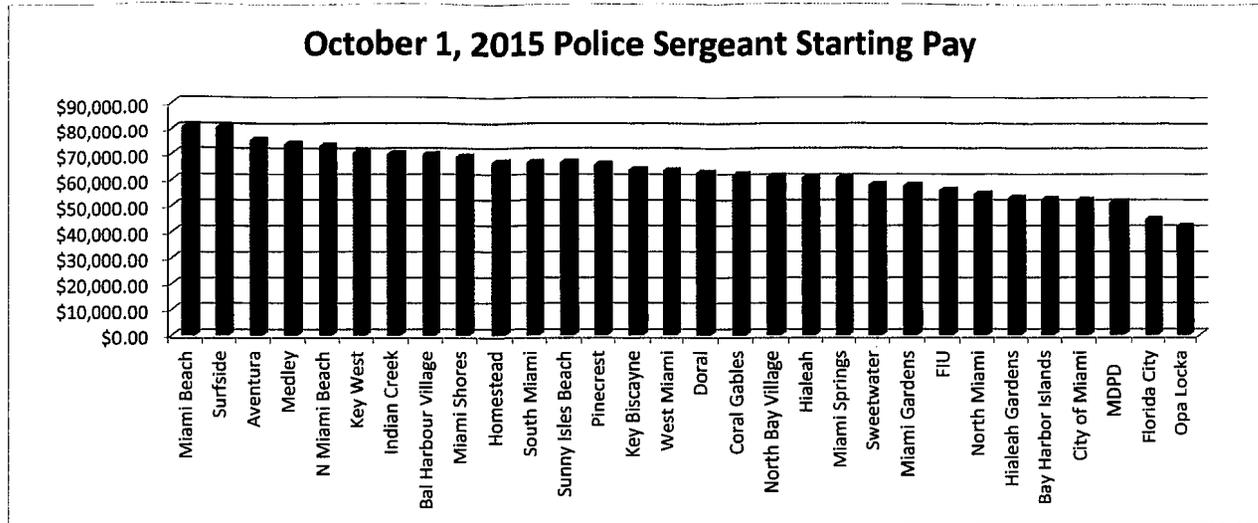
Average Sgt. Pay \$82,803.80



October 1, 2015 Police Sergeant Salary Survey

Police Sergeant	
Department	Starting Pay
Miami Beach	\$80,800.08
Surfside	\$80,550.04
Aventura	\$75,476.24
Medley	\$74,074.39
N Miami Beach	\$73,501.28
Key West	\$70,795.73
Indian Creek	\$70,179.20
Bal Harbour Village	\$70,000.00
Miami Shores	\$69,104.43
Homestead	\$66,934.00
South Miami	\$66,900.00
Sunny Isles Beach	\$66,900.00
Pinecrest	\$65,998.00
Key Biscayne	\$63,915.17
West Miami	\$63,741.00
Doral	\$62,992.39
Coral Gables	\$62,258.00
North Bay Village	\$61,519.02
Hialeah	\$60,998.60
Miami Springs	\$60,810.00
Sweetwater	\$58,219.16
Miami Gardens	\$57,847.00
FIU	\$56,000.00
North Miami	\$54,676.00
Hialeah Gardens	\$53,112.00
Bay Harbor Islands	\$52,445.95
City of Miami	\$52,134.62
MDPD	\$51,388.74
Florida City	\$44,713.01
Opa Locka	\$42,105.00

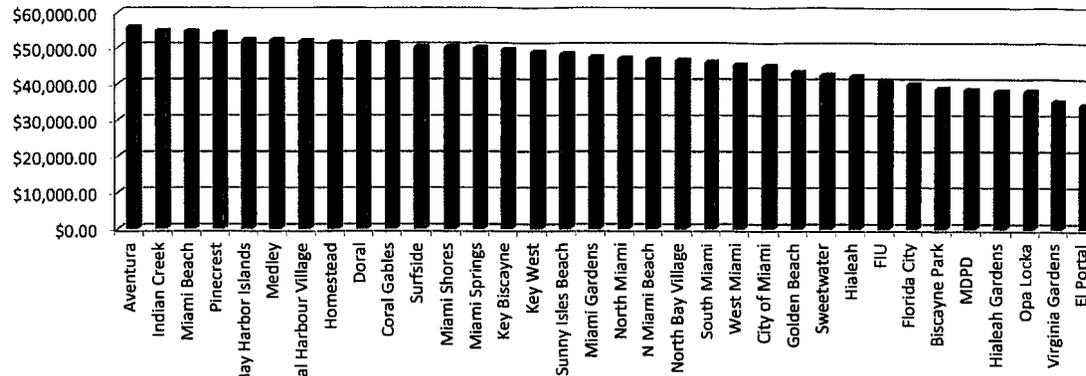
Average Sgt. Pay \$62,996.03



Police Officer Salaries	
Department	Starting Pay
Aventura	\$55,956.51
Indian Creek	\$54,912.00
Miami Beach	\$54,097.88
Pinecrest	\$54,059.00
Bay Harbor Islands	\$52,221.17
Medley	\$52,141.02
Bal Harbour Village	\$51,917.38
Homestead	\$51,500.00
Doral	\$51,422.36
Coral Gables	\$51,220.00
Surfside	\$50,258.47
Miami Shores	\$50,169.48
Miami Springs	\$49,965.00
Key Biscayne	\$49,534.27
Key West	\$48,781.46
Sunny Isles Beach	\$48,329.90
Miami Gardens	\$47,391.00
North Miami	\$47,012.82
N. Miami Beach	\$46,876.82
North Bay Village	\$46,462.20
South Miami	\$46,000.00
West Miami	\$45,300.00
City of Miami	\$44,941.78
Golden Beach	\$43,260.00
Sweetwater	\$42,471.20
Hialeah	\$42,090.56
FIU	\$40,994.92
Florida City	\$39,918.24
Biscayne Park	\$38,658.00
MDPD	\$38,428.52
Hialeah Gardens	\$38,000.00
Opa Locka	\$38,000.00
Virginia Gardens	\$35,100.00
El Portal	\$34,144.50

Average Officer Pay \$46,525.19

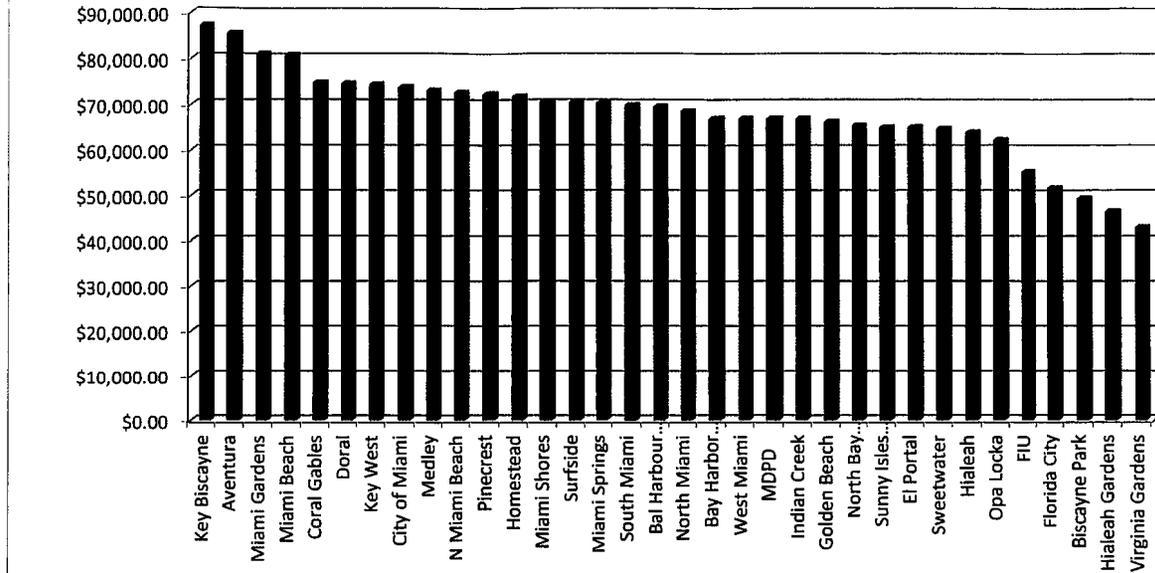
October 1, 2015 Police Officer Starting Pay



Police Officer Salaries	
Department	Top Pay
Key Biscayne	\$87,262.04
Aventura	\$85,566.81
Miami Gardens	\$81,080.00
Miami Beach	\$80,897.63
Coral Gables	\$74,775.00
Doral	\$74,562.41
Key West	\$74,382.48
City of Miami	\$73,788.09
Medley	\$73,113.20
N Miami Beach	\$72,641.50
Pinecrest	\$72,322.00
Homestead	\$71,776.00
Miami Shores	\$70,762.40
Surfside	\$70,558.88
Miami Springs	\$70,393.00
South Miami	\$69,816.33
Bal Harbour Village	\$69,574.25
North Miami	\$68,561.00
Bay Harbor Islands	\$66,935.82
West Miami	\$66,928.00
MDPD	\$66,875.90
Indian Creek	\$66,851.20
Golden Beach	\$66,203.00
North Bay Village	\$65,420.16
Sunny Isles Beach	\$65,007.62
El Portal	\$65,000.00
Sweetwater	\$64,631.57
Hialeah	\$63,892.92
Opa Locka	\$62,208.00
FIU	\$55,138.87
Florida City	\$51,648.71
Biscayne Park	\$49,338.00
Hialeah Gardens	\$46,500.00
Virginia Gardens	\$45,000.00

Average Officer Pay \$67,863.04

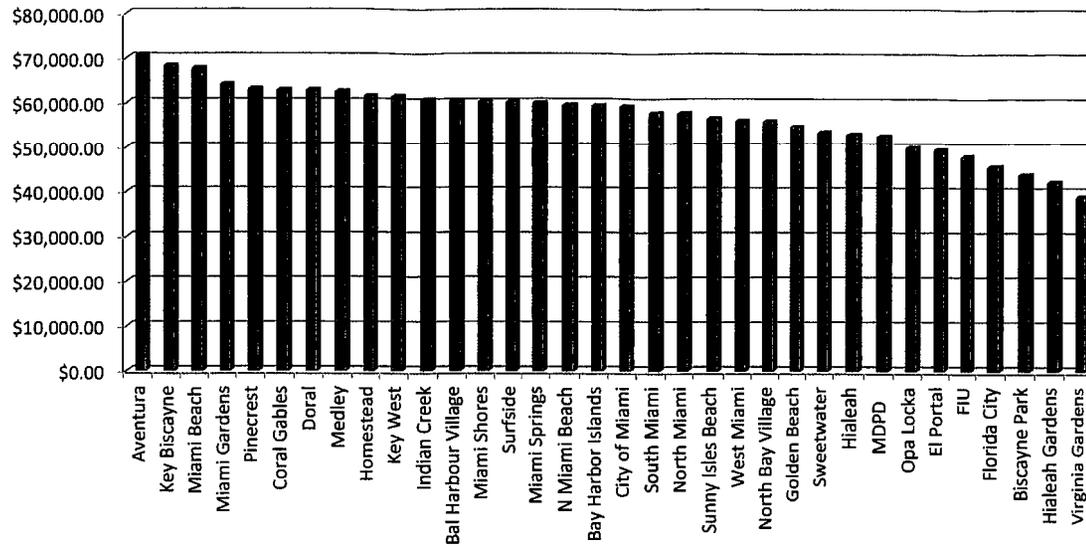
October 1, 2015 Police Officer Top Pay



Police Officer Average Salaries	
Department	Average
Aventura	\$70,761.66
Key Biscayne	\$68,398.16
Miami Beach	\$67,767.76
Miami Gardens	\$64,235.50
Pinecrest	\$63,190.50
Coral Gables	\$62,997.50
Doral	\$62,992.39
Medley	\$62,627.11
Homestead	\$61,638.00
Key West	\$61,581.97
Indian Creek	\$60,881.60
Bal Harbour Village	\$60,745.82
Miami Shores	\$60,465.94
Surfside	\$60,408.43
Miami Springs	\$60,179.00
N Miami Beach	\$59,609.16
Bay Harbor Islands	\$59,578.50
City of Miami	\$59,354.92
South Miami	\$57,908.17
North Miami	\$57,786.91
Sunny Isles Beach	\$56,668.76
West Miami	\$56,114.00
North Bay Village	\$55,941.18
Golden Beach	\$54,731.50
Sweetwater	\$53,551.39
Hialeah	\$52,991.74
MDPD	\$52,652.21
Opa Locka	\$50,104.00
El Portal	\$49,572.25
FIU	\$48,066.90
Florida City	\$45,783.48
Biscayne Park	\$43,998.00
Hialeah Gardens	\$42,250.00
Virginia Gardens	\$39,065.50

Average Officer Pay \$57,194.11

October 1, 2015 Police Officer Average of Starting & Top Salary





THE VOICE OF LAW ENFORCEMENT

DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC.

June 3, 2016

Via E-Mail: SAlexander@southmiamifl.gov & U.S. Mail

Steven Alexander, City Manager
City of South Miami
6130 Sunset Drive
South Miami, FL 33143

Re: Ratification -- 2015 to 2018 Collective Bargaining Agreement
Supervisory Unit

Dear Mr. Alexander:

This letter is written on behalf of the Dade County Police Benevolent Association ("PBA") and our clients, the South Miami Police Department collective bargaining supervisory unit. Please be advised that ratification vote session was held today pursuant to notice, and I am pleased to announce that the supervisory unit contract was approved by the members of the bargaining unit.

I respectfully request that the Agreement be placed at the next City Council's meeting Agenda for ratification. We want to thank you, and your staff, for not only your time and effort in this matter, but also for the professional and cordial manner in which you and your staff conducted this year's negotiations. We really appreciate it.

Sincerely,

Cristina Escobar
Assistant General Counsel

Cc: Blanca Greenwood, Executive Director/Dade County PBA (via e-mail only)
John Rivera, President/Dade County PBA (via e-mail only)
Rene Landa, Chief of Police/SMPD (via e-mail only)
Jesus Aguiar, PBA Representative (via e-mail only)

AGREEMENT
BETWEEN
CITY OF SOUTH MIAMI
AND
DADE COUNTY POLICE BENEVOLENT
ASSOCIATION
LIEUTENANTS AND CAPTAINS
OCTOBER 1, 2015 – SEPTEMBER 30, 2018

Table of Contents

	PREAMBLE	3
	DECLARATION OF EMERGENCIES.....	3
ARTICLE 1	RECOGNITION.....	3
ARTICLE 2	NON-DISCRIMINATION.....	3
ARTICLE 3	DUES CHECK-OFF.....	3
ARTICLE 4	ASSOCIATION REPRESENTATIVES	4
ARTICLE 5	SERVICES TO THE ASSOCIATION	4
ARTICLE 6	PERSONNEL RECORDS	5
ARTICLE 7	INTERNAL AFFAIRS INVESTIGATION AND OBLIGATION TO THE PUBLIC	6
ARTICLE 8	VEHICLES AND SAFETY EQUIPMENT.....	8
ARTICLE 9	PROMOTIONS AND REMOVAL.....	8
ARTICLE 10	TRAINING	8
ARTICLE 11	GRIEVANCE AND ARBITRATION PROCEDURE	9
ARTICLE 12	HOLIDAYS.....	11
ARTICLE 13	SICK LEAVE.....	12
ARTICLE 14	FUNERAL LEAVE	14
ARTICLE 15	LEAVE OF ABSENCE.....	14
ARTICLE 16	VACATION LEAVE.....	15
ARTICLE 17	EXTRA-DUTY POLICE EMPLOYMENT	16
ARTICLE 18	INSURANCE BENEFITS.....	17
ARTICLE 19	MANAGEMENT RIGHTS.....	17
ARTICLE 20	WORK STOPPAGES	18
ARTICLE 21	AWARDS.....	19
ARTICLE 22	MILITARY LEAVE.....	19
ARTICLE 23	AUTHORIZED USE OF PRIVATE AUTOMOBILE.....	19
ARTICLE 24	BULLETIN BOARDS	19
ARTICLE 25	SEVERABILITY CLAUSE.....	19
ARTICLE 26	COMPENSATION	20
ARTICLE 27	PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS	23
ARTICLE 28	UNIFORMS AND EQUIPMENT	23
ARTICLE 29	PHYSICAL EXAMINATION AND WORKERS' COMPENSATION	24
ARTICLE 30	RETIREMENT BENEFITS	25
ARTICLE 31	EDUCATIONAL INCENTIVE.....	27
ARTICLE 32	EMPLOYEE PREGNANCY/MATERNITY LEAVE	28
ARTICLE 33	EMPLOYEE ASSISTANCE PROGRAM	28
ARTICLE 34	ABOLISHMENT OR MERGER	28
ARTICLE 35	AMERICANS WITH DISABILITIES ACT.....	28
ARTICLE 36	TERM OF AGREEMENT.....	29

PREAMBLE

This Agreement is entered into by the City of South Miami, Florida, hereinafter referred to as the "Employer" or the "City" and the Dade County Police Benevolent Association, Inc., hereinafter referred to as the "Association", for the purpose of promoting harmonious relations between the Employer and the Association, to establish an orderly and prompt procedure for the resolution of grievances, to insure continuation of normal activities and departmental operations, to settle differences which might arise and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work and all other conditions of employment. All references to "employee" and all pronouns in this Agreement are intended to refer to both genders.

ARTICLE 1. RECOGNITION

The Employer hereby recognizes the Dade County Police Benevolent Association as the collective bargaining agent for all permanent full-time sworn police personnel of the rank of Police Lieutenant and Police Captain, but excluding all other employees of the City of South Miami, including the Chief of Police, Assistant Chief, Police Major, Police Sergeant and Police Officer.

ARTICLE 2. NON-DISCRIMINATION

There shall be no discrimination, interference, restraint, or coercion by the Employer or the Association against any employee because of Association membership or non-membership, or because of race, creed, color, age, sex, religion, marital status, sexual orientation, disability and national origin.

ARTICLE 3. DUES CHECK-OFF

1. Any member of the Association, who has submitted a properly executed dues authorization card or written statement to the City Manager or his designee in accordance with a format prescribed or approved by the City may, by request in writing have his membership dues in the Association deducted from his wages. Dues shall be deducted each bi-weekly pay period, and shall, thereafter, be transmitted to the Association. However, the City shall have no responsibility or any liability for any monies once sent to the Association, nor shall the City have any responsibility or any liability for the improper deduction of dues. Further, the Association shall hold the City harmless for non-intentional errors in the administration of the dues deduction system.
2. It shall be the responsibility of the Association to notify the City Manager or his designee of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Association fines, penalties, or assessments from the wages of any member.
3. Any member of the Association may, on thirty (30) days written notice to the City and the Association, request the City to cease deducting dues from his wages.

ARTICLE 4. ASSOCIATION REPRESENTATIVES

1. One member of the Association shall be allowed to attend bargaining sessions for the purpose of re-negotiating this Agreement without loss of pay, should the meeting take place while the member is on duty, if approved in advance by the Chief of Police. Should the member be off duty during a bargaining session, he shall not be entitled to any compensation. All bargaining sessions shall be set by mutual agreement between the parties.

2. The Association Representative shall be allowed to process grievances without loss of pay, should such processing take place while the Association Representative is on duty. There shall be a cap of one (1) hour total time which the Association Representative may spend on any one grievance. It is understood and agreed, however, that the foregoing is subject to the manpower needs of the Department at all times.

3. The Association Representative shall be allowed to attend the Dade County PBA Board of Directors meeting once a month without loss of pay or leave time, should the meeting take place while the Association Representative is on duty.

ARTICLE 5. SERVICES TO THE ASSOCIATION

1. The City will furnish the Association a copy of the Police Department's Rules and Regulations.

2. The City will allow the Association and its representative's reasonable access to the City Commission Chambers for the conducting of Association business when such facility is not in normal use, upon (5) days written request therefore to the City Manager or his designee.

3. The City will provide a mailbox (both traditional and electronic) for each employee for use by the City and the Association to distribute mail and other communications. The aforesaid mailboxes may be used by the Association strictly for the purpose of transmitting material of an informational nature, and shall not be used for the purpose of communicating material tending to, directly or indirectly, disparage any elected or appointed official of the City.

4. Upon written request by the Association, the City will provide to the Association, on a semi-annual basis, a complete roster of the bargaining unit, including name, rank, address, telephone number, social security number and current pay scale. Each member shall sign a separate written statement approving the transmission of their personal data in advance of the completion of this paragraph.

ARTICLE 6. PERSONNEL RECORDS

1. Employees covered by this Agreement shall have the right to inspect their official personnel file and/or their closed Internal Affairs file during normal business hours and shall not be compensated should said inspection occur outside employee's regular duty hours. The employee shall have the right to make duplicate copies of any items in his official files, upon payment of the usual copying charge.

2. Employees covered by this Agreement shall receive copies of any disparaging items that are placed in the employee's official personnel file. Employees covered by this Agreement shall also have the right to add written responses to any such disparaging items that are placed in the employee's official personnel file. All written responses shall be sent to the Chief of Police via chain of command. Any refusal to sign a document shall be documented on all copies by the issuing officer (i.e. "Employee Refused to Sign"); however, no retaliatory or disciplinary action shall be taken against any employee who refuses to sign a document.

3. All personnel records of the employees shall be kept confidential to the extent permitted by law and shall not be released to any person except: authorized officials of the City, or in response to a subpoena from a court of competent jurisdiction, upon written authorization from the employee, or as otherwise required by law. In this regard, the PBA recognizes the City's obligation to comply with Chapter 119, Florida Statutes.

4. At no time shall the news media be directly or indirectly furnished with the home address, telephone number or photograph of any employee or relatives without his express written consent.

5. The City shall purge, upon written request from the employee covered by this Agreement, all records of counseling/coaching and oral warnings from the employees' personnel files after one (1) full year of service during which the employee does not receive further related counseling or oral warnings or as prescribed by Florida State Statute, Title X, Chapter 119 and Title XVIII, Chapter 257.36, which ever is the greater period. Such documents shall be kept in a separate file.

ARTICLE 7. INTERNAL AFFAIRS INVESTIGATION AND OBLIGATION TO THE PUBLIC

The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, departmental supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

1. In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of an employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted under the following conditions:

- A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- B. The employee 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, if known to the Department.
- C. The employee 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 employee under investigation shall be asked by and through one (1) interrogator at any one time.
- D. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such rest periods as are necessary. All interrogations will be held at the headquarters of the South Miami Police Department, insofar as possible.
- E. Any employee under investigation shall be informed of the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogations whenever the interrogations relate to the employee's continued fitness for law enforcement services.
- F. The formal interrogations of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.

- G. If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all of his rights prior to the commencement of the interrogation.
- H. During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.
- I. An employee under investigation may obtain, upon request and at no cost, a copy of any written statement he has executed.
- J. The employee shall not be subjected to any offensive language, nor shall he be threatened with transfer, dismissal, or other disciplinary measures. No promise of reward shall be made as an inducement to answering questions.
- K. No employee may be compelled to testify before, or be questioned by any nongovernmental agency unless under proper court subpoena.
- L. The City will not order or require any employee to submit to a polygraph examination or PSE test.
- M. The City agrees that no adverse action will be taken against any employee who exercises the rights provided for in this Article.
- N. An employee, who is criminally charged in any jurisdiction with a felony or a serious misdemeanor included but not limited to, DUI, lewd and lascivious conduct, indecent exposure or perjury may, upon review of the circumstances by the Chief of Police, be relieved from duty without pay or benefits. If exonerated, the employee shall be compensated for back pay and benefits retroactive to the date the employee was relieved from duty. Any employee placed on leave without pay shall remain on the City's Employee Census but shall be responsible for the full cost of health insurance premiums, during the relief from duty period.
- O. Upon conclusion of an internal review investigation, employees designated as subjects shall be advised, in writing, of the disposition of said investigation.
- P. Records of complaints from citizens that are not a violation of State law or City or Department policy, or that are found not sustained or unfounded, will be kept separately from the individual's personnel file.
- Q. The charge of "conduct unbecoming" and all similarly vague charges will not be used by the City unless specific behaviors are expressed.
- R. Should disciplinary action result from an internal investigation, an employee may, at the option of the Chief of Police, be allowed to use vacation time to satisfy a suspension which is for five (5) days or less, however the exercising of such option will waive the right to otherwise appeal the discipline.
- S. The City shall make every effort to investigate, determine and complete Administrative Investigations (i.e. personnel complaints regarding rudeness) within 180 days of the complaint being filed. Failure to investigate, determine and complete such investigations within the above time limits shall prevent the City from taking disciplinary action against

the bargaining unit employee against whom the complaint is made. Any continuances requested by the PBA or the employee shall extend the time limit accordingly.

ARTICLE 8. VEHICLES AND SAFETY EQUIPMENT

1. The City will make a good-faith effort to maintain police vehicles and safety equipment in proper working order. Police vehicles operated by the City shall comply with the standards and requirements of applicable Florida State Statutes governing motor vehicle safety equipment. Employees will, as soon as possible, report any broken and/or malfunctioning equipment to their supervisor. Employees shall keep the vehicles cleaned and fueled. It is the responsibility of officers with assigned Take-Home Vehicles to promptly deliver their vehicle to the Motor Pool when repairs are necessary for scheduled preventative maintenance.

ARTICLE 9. PROMOTIONS, REMOVAL AND SENIORITY

1. Employees in the ranks of Lieutenant and Captain serve at the will and pleasure of the Chief of Police. Accordingly, promotions to and removal of employees from the ranks of Lieutenant and Captain for non-disciplinary reasons shall remain within the sole discretion of the Chief of Police. The parties agree to re-open this Article within twelve (12) to fifteen (15) months of ratification for the purpose of discussing the implementation of a one (1) year probationary period for Lieutenants and Captains. Such employees shall have no right to utilize the procedures of the Personnel Board, nor have any other right of review or appeal, concerning demotion during the probationary period. After the probationary period is complete (one year from the date of appointment) demotions shall be appealable through the grievance procedure to determine if just cause existed for the demotion.

2. In the event of such removal, the employee will revert to his/her last tested rank and will be credited with the seniority accrued as a Lieutenant or Captain.

ARTICLE 10. TRAINING

1. The City will provide each employee with a copy of training bulletins. Additionally, the City will promptly post in a prominent place, City training bulletins as well as approved training advertisements.

2. The City agrees to pay for any course at the Southeast Florida Institute of Criminal Justice (located at Miami-Dade North Community College) that employees are required to attend. The City agrees to provide at least forty (40) hours of training every four years to meet Florida statutory certification requirements. The City may provide additional training in its discretion.

3. The City shall attempt to provide weapons training for all employees, but in no event shall such training be less than once annually. Their training is in addition to the training provided under paragraph 10.2, above. Upon qualification and a demonstration of proficiency, employees shall be permitted to carry, on duty, semiautomatic weapons that have been approved by the Department and in accordance with Article 28. The City agrees to provide ammunition for firearms training.

4. The City agrees to sponsor and encourage members of this unit to attend and participate in management level training, upon approval of the Chief of Police and within the budgetary constraints of the City.

ARTICLE 11. GRIEVANCE AND ARBITRATION PROCEDURE

1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties. For the purpose of this Article, a grievance is defined as, and limited to, any dispute, difference or controversy involving the interpretation and application of this Agreement.

2. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of 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 in the grievance procedure.

3. Grievances shall be presented in the following manner:

STEP 1: The employee shall first take up their grievance with the Chief of Police within seven (7) calendar days of the occurrence of the event(s) that gave rise to the grievance, or, within seven (7) calendar days after return to work from authorized leave, as the case may be. The grievance shall be reduced to writing and shall be discussed by and between the employee (or representative of the Association and employee) and the Chief of Police within ten (10) calendar days of the presentation of the grievance. The Chief of Police, shall within ten (10) working days after such discussion (or such longer period of time as is mutually agreed upon), render his decision in writing, with a copy to the Association;

STEP 2: In the event the employee is not satisfied with the disposition of the grievance at Step 1, he shall have the right to appeal the Chief of Police's decision by serving the City Manager within seven (7) calendar days of the date of issuance of the Chief of Police's written decision. Such appeal must be accompanied by the filing of a copy of the original written grievance together with a letter signed by the employee, or, at the employee's option, the representative of the Association, requesting that the Chief of Police's decision be reversed or modified. The City Manager shall, within fifteen (15) working days of the appeal (or some longer period of time as is mutually agreed upon) render a decision in writing with a copy to the Association.

If a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is solely between the Association and the Department or the City, such grievance shall be presented in writing directly to the Chief of Police within ten (10) calendar days of the occurrence of the event(s) that gave rise to the grievance. The grievance shall be signed by the aggrieved employees or the President of the Association or other authorized representative of the Association. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Step 3 as set forth below.

A grievance involving discharge, suspension or disciplinary demotion invoked by the City shall be initiated as set forth above at Step 2 within ten (10) calendar days from the date the employee receives notice of the City's final action.

STEP 3: In the event a grievance processed through the grievance procedure as set forth in this Article has not been resolved at Step 2 above, either party may request that the grievance be submitted to arbitration within fifteen (15) calendar days after the City Manager renders a written decision on the grievance. The arbitration shall be conducted by a single impartial person mutually agreed upon by and between the parties.

4. The City and employee (or the Association) 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 their 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 their consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall their 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.

5. Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and related expenses and expenses of obtaining a hearing room, if any, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the said cost.

6. The parties shall make their choice of the impartial arbitrator within seven (7) calendar days of the submission of request for arbitration in paragraph 3 of this Article. If the parties fail to mutually agree to the selection of an impartial arbitrator, the party requesting arbitration shall request a metropolitan panel of five arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within fourteen (14) calendar days after receipt of the panel from FMCS the party requesting arbitration will strike the first

name. Each party shall have the option of striking two (2) names in alternating fashion, thus leaving the fifth, which will result in the selection of a neutral or impartial arbitrator. However, within 5 days of the last strike, either party may reject the fifth person in the panel one (1) time in any given case and request a new panel. The parties may extend the time frame for rank ordering the panel of arbitrators on mutual written agreement. 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.

ARTICLE 12. HOLIDAYS

1. The below-listed paid holidays shall be granted under the following conditions:

1) January 1	New Year's Day
2) 3rd Monday of January	Martin Luther King's Birthday
3) 3rd Monday of February	President's Day
4) 4th Monday of May	Memorial Day
5) July 4	Independence Day
6) 1st Monday of September	Labor Day
7) 2 nd Monday of October	Columbus Day Holiday
8) November 11	Veteran's Day
9) Last Thursday in November	Thanksgiving Day
10) Friday after Thanksgiving	
11) ½ day December 24	Christmas Eve
12) December 25	Christmas Day
13) Birthday	After 1 year of continuous service
14) 2 Floating Holidays	After 1 year of continuous service

2. Where observance of these holidays may interfere with the work schedule, such observance on alternate date may be made at the department head's discretion, with the approval of the City Manager. In such circumstances, an employee shall receive, at the employee's option, an additional day's pay at their straight-time rate of pay, or compensatory time at their straight-time rate of pay.

3. When a holiday falls on the regularly assigned day off for an employee, such employee shall receive, at the employee's option, an additional day's pay at their straight-time rate of pay, or compensatory time at their straight-time rate of pay.

ARTICLE 13. SICK LEAVE

1. Sick leave shall be granted to employees for absence because of:
 - (a) Personal illness or physical disability resulting in the incapacity of the employee to perform the regular duties of his position and not arising from a service-connected injury or accident.
 - (b) Medical, dental or optical treatments and examinations.
 - (c) Personal illness or physical disability resulting in the incapacity of the employee to perform the usual duties of his position and arising from a service-connected injury or accident, but only after all available disability benefits offered under Workmen's Compensation are exhausted, provided further that use of sick leave in this manner shall be at the employee's request and is not mandatory.
 - (d) Illness or injury to a member of a bargaining unit member's immediate family that requires the employee to care for that immediate family member.
2. Employees shall be credited with one (1) day of sick leave at the end of each month during the year.
3. Sick leave may be taken only to the extent that it is accrued. No advance sick leave shall be granted except in an emergency and upon approval of the City Manager.
4. Current employees will be eligible to receive the sick leave payout, with the existing cap of 600 hours, for the term of this Agreement. Employees who are hired on or after October 1, 1995, will not be eligible to receive any sick leave payout.
5. Effective October 1, 1995, employees will be allowed to accrue sick leave in excess of the 600 hours cap. Nevertheless, the sick leave payout will be governed by Section 4 of this Article.
6. All current employees, as of October 1, 1995, will retain current payout provision upon termination of employment, and will have no cap on sick leave accrual. All employees hired after October 1, 1995, shall receive no sick leave payout upon termination, but will have a "no-cap" maximum on sick leave accrual. All employees who have attained a sick leave balance of a minimum of 36 days (288 hours) shall be eligible on their first anniversary date following that accumulation to convert up to 32 hours of their annual unused sick leave balance in excess of 288 hours to vacation leave. An employee who uses in excess of 32 hours of sick leave during a one-year period will not be eligible for this benefit. The catastrophic illness bank will be abolished and accrued hours will be returned to employees who have accrued this leave. Sick leave donated to assist other employees in need shall not be counted against the donating employee for the purpose of conversion to vacation.

7. An employee whose service with the City is terminated and who has taken sick leave that is unearned at the date of termination, shall reimburse the City for all salary paid in connection with such unearned leave, except in cases where the employment is terminated by the death of an employee, or in cases where an employee is unable to return to duty because of his disability, the evidence of which shall be supported by an acceptable medical certificate.

8. In all cases of absence on sick leave in excess of three (3) work days and in cases of absence on sick leave for any period less than three (3) work days when the Chief of Police shall so direct, the written request for sick leave shall be accompanied by a certificate signed by the physician or other licensed medical practitioner treating the employee, certifying as to the incapacity of the employee during such period to perform the usual duties of his position. Such directives shall be valid and in force for a period not to exceed four (4) months. The Chief of Police may issue additional directives not to exceed four (4) months in duration, in his discretion. The issuance of all such directives may be appealed to the City Manager. Failure to furnish such a medical certificate for absences in excess of three (3) workdays, or for any absence when so directed by the Chief of Police, shall result in the absence being charged to the vacation leave of the employee and possible disciplinary action.

9. Employee hired prior to October 1, 1995, who voluntarily terminates employment from the City, shall receive payment for leave deposited in the sick leave bank in accordance with following schedule:

After 5 years of continuous service 25%
After 10 years of continuous service 50%
After 15 years of continuous service 75%
After 20 years of continuous service 100%

10. The parties agree that the City may take any steps it deems appropriate to strictly administer and enforce the City sick leave policy in such a manner as to eliminate abuse of sick leave privilege.

11. In the event an employee is killed in the line of duty, or he dies by natural causes, his heirs shall receive one-hundred percent (100%) of his remaining accumulated sick leave time.

12. Any sick leave donated to other City employees shall not be counted against the donating employee in terms of use or rollover of sick time to vacation time.

13. It is further understood and agreed that all issues pertaining to Sick Leave Usage shall be governed by City of South Miami Sick Leave Policy as described in the Personnel Manual in effect at the time of request.

ARTICLE 14. FUNERAL LEAVE

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

ARTICLE 15. LEAVE OF ABSENCE

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

ARTICLE 16. VACATION LEAVE

1. The term "Vacation Leave" shall be used to designate leave with pay granted to an employee on the following prorated basis:

<u>Years of Uninterrupted Service</u>	<u>Amount of Vacation</u>
1) 1 to 5 years inclusive	2-2/5 weeks or 12 working days
2) 6 to 14 years inclusive.	3 weeks or 15 working days
3) 15 to 19 years inclusive	3-3/5 weeks or 18 working days
4) 20 years and over	4-1/5 weeks or 21 working days

(a) Vacation shall require approval of the Chief of Police or his designee, and at no time shall an employee be allowed to use more vacation leave than has been accumulated.

(b) Earned vacation time is principally intended for use during the year in which it is earned. Under exceptional circumstances and upon written request within the year in which the vacation time is earned, such time may be used up to 30 days past the employee's anniversary date with the written approval of the City Manager.

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

(d) Any earned and credited vacation unused leave accrued by an employee when terminating employment with the City will be paid prorated at the employee's current rate of pay with the last paycheck received.

2. An employee may request his vacation paychecks in advance of scheduled vacation by submitting a written request to the City's Payroll Department at least two (2) weeks prior to starting his vacation.

3. Employees will be permitted to split their vacation dates at the discretion of the Chief of Police.

ARTICLE 17. EXTRA-DUTY POLICE EMPLOYMENT

1. Employees agree to be bound by and abide by the Revised Extra-Duty Police Employment Policy as developed by the Chief of Police. The City shall provide the Association with two (2) weeks advance notice of any modifications to the aforesaid Extra-Duty Police Employment Policy.
2. Effective upon ratification, the Revised Extra-Duty Police Employment Policy shall be revised to reflect that the City shall be entitled to no more than a five dollar (\$5.00) flat fee per hour per detail worked by a bargaining unit member.
3. Effective upon ratification, the Revised Extra-Duty Police Employment Policy shall be revised to reflect that all extra-duty details requested with more than three days notice to the City shall be bid by seniority in the following order: police officers, police sergeants, other police department employees.
4. Any employee who may be injured while acting in the scope of such employment shall be entitled to the same rights, privileges, benefits and workers' compensation as if on duty provided that such extra-duty employment is authorized by the Chief of Police.

ARTICLE 18. INSURANCE BENEFITS

The City agrees to pay for HMO health insurance for all employees covered by this Agreement. Employees wanting the optional POS or PPO health insurance will pay the difference between the two plans. The City will also continue the current levels of coverage for dental, life and disability insurance.

ARTICLE 19. MANAGEMENT RIGHTS

1. The Association and its members recognize that the City has the exclusive right to manage and direct all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the exclusive right to:
 - A. Decide the scope of service to be performed and the method of service;
 - B. Hire and/or otherwise determine the qualifications of employees and the criteria and standards for employment;
 - C. Promote employees from the ranks of Division Commander, Lieutenant and Captain within the sole discretion of the Chief of Police;
 - D. Terminate or otherwise discipline employees for just cause;
 - E. Promote and determine the qualifications of employees;
 - F. Layoff and/or relieve employees from duty due to lack of work;
 - G. Transfer employees from location to location and from time to time;
 - H. Rehire employees;
 - I. Determine the starting and quitting time and the number of hours and shifts to be worked subject to Article 20;
 - J. Determine the allocation and content of job classifications;
 - K. Formulate and/or amend job descriptions;
 - L. Merge, consolidate, expand, or curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the sole discretion of the City good business judgment makes such action advisable;
 - M. Contract and/or subcontract any existing or future work;
 - N. Expand, reduce, alter, combine, assign, or cease any job;
 - O. Determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
 - P. Control the use of equipment and property of the City;
 - Q. Determine the number, location, and operation of headquarters, annexes, substations and divisions thereof;
 - R. Schedule and assign the work to the employees and to determine the size and composition of the work force;

- S. Determine the services to be provided to the public and the maintenance, procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- T. Take whatever action may be necessary to carry out the mission and responsibilities of the City in emergency situations;
- U. Formulate, amend, revise and implement policy, programs, rules and regulations;
- V. Have complete authority to exercise those rights and powers that are incidental to the rights and powers enumerated above, including the right to make unilateral changes.

2. The above rights of the City are not all-inclusive but indicate the type of matters or rights that belong to and are inherent in the City as the employer. Any of the rights, powers, and authority the City had prior to entering into this collective bargaining agreement are retained by the City, except as specifically abridged, delegated, granted or modified by this Agreement.

3. If the City fails to exercise anyone or more of the above functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

ARTICLE 20. WORK STOPPAGES

1. The Association agrees that, under no circumstances, shall there be any work stoppage, strike, sympathy strike, safety strike, jurisdictional dispute, walkout, sit-down stay-in, sick-out or any other concerted failure or refusal to perform assigned work for any reason whatsoever, or picketing in the furtherance of any of the above-prohibited activities, nor shall any bargaining unit personnel refuse to cross any picket line at any location, whether the picketing is being done by the Association or any other employee organization or union.

2. The Association agrees that the City shall retain the right to discharge or otherwise discipline some or all of the employees participating in or promoting any of the activities enumerated in paragraph 1 above, and the exercise of such rights by the City will not be subject to recourse under the grievance/arbitration process.

3. It is recognized by the parties that the activities enumerated in paragraphs 1 and 2 above, are contrary to the ideals of professionalism and to the City's community responsibility. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain legal and/or equitable relief in any court of competent jurisdiction.

4. For the purpose of this Article, it is agreed that the Association shall be responsible for any act committed by its officers, agent, and/or representatives when such act constitutes a violation of state law or the provisions of this Agreement.

ARTICLE 21. AWARDS

The City will endeavor to provide a formal system of awards for various degrees of outstanding service. Employees selected as Officer of the Month or Supervisor of the Month shall receive official awards which are to be posted conspicuously in the Police Station and City Hall. Additionally, formal recognition of an employee's exceptional service shall be placed in personnel file.

ARTICLE 22. MILITARY LEAVE

The City shall abide by any and all statutory rights employees who are also members of the United States military are entitled to.

ARTICLE 23. AUTHORIZED USE OF PRIVATE AUTOMOBILE

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

ARTICLE 24. BULLETIN BOARDS

The City shall permit the Association to post notices of an informational nature and names and addresses of officers, directors, and representatives of the Employee Organization on a 5' x 4' bulletin board in the squad room at the police station. A copy of each notice to be posted shall be transmitted to the Chief of Police or his designee prior to posting. Under no circumstances shall the Association tender for posting any notice training material tending to, directly or indirectly, disparage any elected or appointed official or employee of the City. An officer of the Association shall sign each notice to be posted.

ARTICLE 25. SEVERABILITY CLAUSE

Should any provision of this Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. Furthermore, should any provision of this Agreement become invalid, as described above, the parties shall meet within thirty (30) calendar days of such decision or legislation to discuss substitute provisions for, or ramifications of such action to this Agreement.

ARTICLE 26. COMPENSATION

1. Upon ratification bargaining unit members shall receive cost of living adjustments based on the Consumer Price Index - All Urban Consumers 12-Month Percent Change for the Miami-Ft. Lauderdale FL area (CPI), (computed as the aggregate or prorated amount depending on the employees' date of employment, of the last 3-years of COLA, 12-month average change percentage) which shall have the effect of increasing the pay for each employee to ensure employees do not lose earnings to inflation.

Over the past three years the Consumer Price Index- All Urban Consumers 12-month Percent Change for the Miami-Ft. Lauderdale, FL area (CPI) has been established by the United States Department of Labor, Bureau of Labor Statistics as follows:

(Annual CPI 2012) October 1, 2013 - September 30, 2014 = 1.9%
(Annual CPI 2013) October 1, 2014 - September 30, 2015 = 1.3%
(Annual CPI 2014) October 1, 2015 - September 30, 2016 = 2.1%
(Annual CPI 2015) October 1, 2016 - September 30, 2017 = 0.9%

Any employee hired prior to October 1, 2014 shall receive a 5.3% COLA increase.

Any employee hired on or after October 1, 2014 but prior to October 1, 2015 shall receive a 3.4% COLA increase.

Any employee hired on or after October 1, 2015 but prior to October 1, 2016 shall receive a 2.1% COLA increase.

2. Effective October 1, 2016, and each year there after, bargaining unit members shall receive a cost of living increase, based on the Consumer Price Index - All Urban Consumers 12-Month Percent Change for the Miami-Ft. Lauderdale FL area (CPI) which shall have the effect of increasing the pay for each employee, unless the CPI is zero or is negative, which shall then have no decreasing effect on the employee's pay

Any employee hired on or employed on or after October 1, 2016 but prior to October 1, 2017 shall receive an additional 0.9% COLA increase.

Bargaining unit employees who serve as Field Training officers pursuant to the criteria below will receive a seven percent (7%) of their base hourly rate as a supplement during the time that the employee performs FTO duties. In order to receive the FTO supplement, the employee must: (1) secure an FTO certificate from the State of Florida, and (2) be assigned to and actually perform FTO duties. Thus, employees will receive FTO pay only during those days in which the employee is at work, is assigned to FTO duties and performs FTO duties. The seven percent (7%) FTO supplement will be added to the employee's base pay for the days during which the employee receives such supplement.

4. Bargaining unit employees covered by this Agreement who are temporarily assigned to a higher rank shall receive seven percent (7%) of their base hourly rate as a supplement for each full day worked in the higher rank.

5. Longevity pay shall be calculated based on the hourly rate of each bargaining unit employee.

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

7. Bargaining unit employees covered under this Agreement who are assigned to the following specialized units shall receive an assignment pay increase of \$0.50 per hour for time actually worked. The assignment pay is not tied to the base for overtime and pension calculations.

- a. Motors/Traffic Unit
- b. G.I.U.
- c. S.I.U.
- d. K-9
- e. SWAT

Effective October 1, 2016, the pay step program shall be implemented and begin as follows:

A step pay increase will be awarded at the end of the month upon completion of anniversary year within the employee's classification provided he meets the provisions contained in this Article.

Schedule is as follows:

- 2% step pay increase = Year 2 of the pay step program (completed 24 months of service from October 1, 2016)
- 2% step pay increase = Year 4 of the pay step program (completed 48 months of service from October 1, 2016)
- 2% step pay increase = Year 6 of the pay step program (completed 72 months of service from October 1, 2016)
- 2% step pay increase = Year 8 of the pay step program (completed 96 months of service from October 1, 2016)

- 2% step pay increase = Year 10 of the pay step program (completed 120 months of service from October 1, 2016)
- 3% step pay increase = Year 15 of the pay step program (completed 180 months of service from October 1, 2016)
- 3% step pay increase = Year 20 of the pay step program (completed 240 months of service from October 1, 2016)

Employee must not have any of the following within a two (2) year period preceding the effective date of the step increase:

- Received a score below 3.0 on the annual performance review
- A sustained or upheld Suspension
- Be on a Performance Improvement Plan

Once the listed above items have been resolved and finalized for employee record, then employee can request to be reviewed again for step pay increase. An employee that has a suspension or annual performance review overturned through the appropriate appellate process shall be entitled to the applicable step pay increase he would have otherwise received at the time.

An Employee must be an employee of the City on the award date the step pay increase is scheduled.

Special Risk Pay shall be \$50.00 per pay period for term of this contract.

Command Staff is defined as any member of this collective bargaining unit with the rank of lieutenant or higher. Employees covered by this Agreement shall be entitled to Command Staff Incentive Pay in the amount of \$60 per pay period. Such payment shall be excluded from any calculation of pensionable compensation.

ARTICLE 27. PROHIBITION AGAINST RE-OPENING OF NEGOTIATIONS

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

ARTICLE 28. UNIFORMS AND EQUIPMENT

1. Employees covered by this Agreement shall receive from the City upon appointment, at no cost to the employee, a new uniform, which shall consist of the following:

- (a) One (1) long sleeve shirt;
- (b) Five (5) short sleeve shirts;
- (c) Five (5) pairs of trousers;
- (d) One (1) hat;
- (e) Badge and name tag;
- (f) Duty Belt and accessories to include: but not be limited to: handcuffs and case cartridge case, holster and hand held radio holder;
- (g) The appropriate quantity of ammunition;
- (h) One (1) jacket with zip-out lining;
- (i) One (1) pair police low quarter corfam shoes;
- (j) Raingear.

The above items shall be replaced as needed, by the City, within a reasonable amount of time from the employee's written request. Such requests shall include the reason for replacement and is contingent upon approval of the Division Commander via chain of command.

2. Employees who are required to wear non-issued clothing will receive a clothing allotment of \$700 dollars annually. One-half (1/2) of said allotment will be paid on the pay day nearest the 15th of December of each year and the other one-half (1/2) will be paid on the pay day nearest the 15th of June of each year provided that the employee is employed on said day.

3. Uniformed employees covered under this Agreement will receive a clothing allowance of \$400 dollars annually. One-half (1/2) of said allotment will be paid on the pay day nearest the 15th of December of each year and the other one-half (1/2) will be paid on the pay day nearest the 15th of June of each year provided that the employee is employed on said day. Any employee who receives a clothing/uniform allowance in advance who terminates employment, except for retirement, will have a prorated portion of that allowance deducted from the final paycheck. No final paycheck will be given the terminated employee until all city-owned property such as uniforms and equipment, ID, etc. has been returned to the City.

4. Each bargaining unit employee covered by this Agreement shall be provided with a bullet proof vest, as needed, in the sole discretion of the City. The wearing of the vest will be at the option of employees, except as specifically directed by the Department.

5. Each officer (upon request) will be issued surgical gloves and a plastic pocket resuscitation mask for use in administering first aid. Such items shall be replaced as needed.

6. Employees may be allowed to carry personally-owned shot-guns and ammunition which conform to department standards once the employee is qualified for use in that weapon or an identical weapon by a certified range master.

7. All personnel who intend to carry personal semi-automatic weapons on duty are subject to the following conditions:

- 1) The officer must complete transitional training prior to obtaining approval to carry the firearm as provided for in Article 10.3 - TRAINING.
- 2) A request to carry the firearm shall be approved by the Chief of Police.
- 3) Firearm shall be inspected and approved by a Department armorer.
- 4) Sworn personnel shall not modify authorized firearms.
- 5) Holster and ammunition magazine holder shall be provided by the Department.
- 6) The officer shall complete a training course pertaining to the new firearm.
- 7) The officer shall qualify with firearm.
- 8) Firearms and magazines shall be carried with Department issue ammunition only.
- 9) The Department shall set forth the manufacturers and models approved for use.

8. Employees shall be issued impact batons with holsters and shall receive appropriate training for use of such prior to issuance.

9. Uniformed personnel shall be permitted to wear, as part of their uniform, a standard knife case, the finish of which matches the leather accessories issued by the City.

ARTICLE 29. PHYSICAL EXAMINATION AND WORKERS' COMPENSATION BENEFITS

1. Employees will receive an electrocardiogram, eye exam, and physical examination to include alcohol and drug screen testing at least once a year (12 months) performed by a physician selected by the City or when requested by the City. Scheduling of the above will be at the discretion of the City, and the results will become part of the employee's permanent record. The City will undertake the cost of the examination and will furnish the employee with a copy of the examination report.

2. Employees covered by this agreement further agree that, in the interest of public confidence, there needs to exist a management right to submit employees at random and without notification for drug and alcohol testing. Said tests shall be in addition to the annual physical and may occur not more than one time per employee each year.

3. It is further understood and agreed that all issues pertaining to the City's Drug and Alcohol Policy shall be governed by the City of South Miami Personnel Manual.

ARTICLE 30. RETIREMENT BENEFITS

1. Each bargaining unit employee who retires on length of service or medical disability shall receive an honorary one-grade promotion and shall be issued a badge and identification card clearly marked "retired".

The following changes in retirement benefits are hereby agreed and are incorporated hereto as historical data:

(a) Effective October 1, 1995, the benefit accrual rate (multiplier) shall be increased from 1.9 % to 2.25% for services performed in the 1995-1996 fiscal year;

(b) Effective October 1, 1996, the benefit accrual rate (multiplier) shall be increased from 2.25% to 2.50% for services performed in the 1996-1997 fiscal year;

(c) Effective October 1, 1997, the benefit accrual rate (multiplier) shall be increased from 2.50% to 2.75% for services performed in the 1997-2001 fiscal years.

(d) Effective October 1, 2001, the benefit accrual rate (multiplier) shall be increased from 2.75 to 2.80 percent for services performed in the 2001-2002 fiscal year.

(e) Effective October 1, 2002, the pension benefit accrual rate (multiplier) for sworn police personnel shall be increased from 2.80 percent to 2.90 for services performed in the 2002-2003 fiscal year.

(f) Effective October 1, 2003 and thereafter the pension benefit accrual rate (multiplier) for sworn police personnel shall be increased from 2.90 to 3.00 percent.

(g) The multiplier factor for all years of service prior to October 1, 1993, the multiplier shall be 1.6%. For services rendered during fiscal year 1993-94 (October 1, 1993 through September 30, 1994), the multiplier shall be 1.8%. For services rendered during October 1, 1994 through September 29, 1995, the multiplier shall be 1.9% to be applied at the time of retirement of each bargaining unit employee covered by this Agreement.

2. Bargaining unit employees shall be 100% vested in the retirement plan when completion of ten (10) years continuous full time service in the retirement plan is completed.
3. Effective October 1, 2016 police officer contributions will be capped at no more than 12.0% of earnings.
4. The sum of \$37,780.00 ¹will be paid from the Chapter 185 Police Retirement funds to the South Miami Police Pension Plan each year, regardless of the growth or diminution in future Chapter 185 funds in partial exchange for the 25 years of service and out benefit and providing the pension benefit accrual rate (multiplier) for sworn police personnel shall not be less than two percent (2.0%) for all years of service improvement to the pension plan.
5. Final average compensation shall mean the participant's annual compensation, as determined by the employer, acting in a uniform and nondiscriminatory manner averaged over the best five (5) year period of the participant's career with the City of South Miami ending on the participant's retirement date, date of disability, date of termination of employment, or date of termination of the plan, whichever is applicable. A year, for the purposes of this section, shall be defined as 26 consecutive pay periods. The best five (5) years is defined as the five (5) best 26 consecutive pay periods within a participant's career. However in no event shall such pay periods overlap. The City shall pass whatever ordinances are required to effectuate this change, if necessary.
6. The normal retirement date (the earliest date a bargaining unit employee may retire with full unreduced pension benefits) for a participant shall be the date when the employee completes 25 years of credited police service, regardless of age, or attainment of age sixty (60) and when he has completed ten (10) years of credited police service.
7. Employees covered by this Agreement shall be allowed to apply for permission to purchase credit for active duty in the U. S. military service, up to a maximum of four (4) years in the South Miami Retirement System, pursuant to procedures to be promulgated by the City in consultation with the PBA.
8. Employees covered by this Agreement shall be allowed to apply for permission to purchase credit for immediate past City service as a member of the bargaining unit up to a maximum of five (5) years in the South Miami Retirement System pursuant to procedures to be promulgated by the City in consultation with the PBA. The actuarial and technical language is to be prepared by a certified company agreed to by the City and the PBA, and adopted by the Pension Board. Any condition or impairment of health of any police officer caused by tuberculosis, hypertension, heart disease, or hardening of the arteries, resulting in total disability or death, shall be presumed to be accidental and suffered in the line of duty unless the contrary be shown by competent evidence.

¹ It is contemplated that both the rank and file and supervisory collective bargaining agreements reflect the \$37,780.00 payment, however only one payment shall be made each year that covers the plan as a whole, without regard to the two bargaining agreements.

9. The maximum amount of overtime hours for pension calculations for any one fiscal year shall not exceed 300 hours. The day following the ratification of this Agreement, any accumulated time which is eligible for payout upon separation from employment with the City shall remain eligible for pension calculations and subject to pension contributions upon payout. Any accumulated time that is eligible for payout after the ratification of this Agreement will be considered new accumulated time. Any and all new accumulated time, eligible for payout upon separation from employment with the City, shall not be eligible for pension calculation or subject to pension contributions

10. Attached hereto and incorporated by reference herein, is Ordinance 16-08-1951 adopted May 20, 2008, entitled "Pension Plan."

ARTICLE 31. EDUCATIONAL INCENTIVE

1. The City agrees to bear the cost of tuition for specialized education courses to better equip the officers for the performance of the particular job and/or position in which they are employed.

2. Every application for educational assistance shall be subject to the approval of the Chief of Police and the City Manager. Such approval must be obtained at least thirty (30) days prior to the beginning of any course.

3. If any application is approved, guidelines for reimbursement are as follows:

a) 50% reimbursement of the course cost for a grade of "C" or better for undergraduate courses;

b) 50% reimbursement of the course cost for a grade of "B" or better for graduate courses;

c) Any such reimbursement shall be made only upon submission of proof of the grades as provided in sub-sections a and b above;

d) The credit hour cost of any courses approved shall be capped at the rate used by local publicly funded universities and/or community colleges.

4. Employees utilizing educational assistance must remain with the City for a period of at least two years following completion of any reimbursed course, or said money must be repaid to the City (amount may be deducted from final pay).

ARTICLE 32. EMPLOYEE PREGNANCY/MATERNITY LEAVE

Pregnant employees shall be granted disability leave on the same terms and conditions as granted for other non-pregnancy-related disabilities. Any bargaining unit employee who becomes pregnant shall be entitled to unpaid maternity leave. Such maternity leave shall be granted for a period of up to six (6) months. In the event that the pregnant employee has any accrued annual leave, sick leave or comp time, she may use all or any part of the accrued leave at her request in lieu of unpaid leave. The City will abide by all applicable State and Federal law regarding pregnancy and leave time.

ARTICLE 33. EMPLOYEE ASSISTANCE PROGRAM

The City and the PBA concur that an Employee Assistance Program (EAP) would be of great value in supporting the operations of the Police Department and to bolstering the welfare of the Department's law enforcement personnel. Therefore, it is agreed that the City Manager and the PBA unit representatives will meet, as needed, to develop an action plan to implement such a program that is responsive to the needs of the bargaining unit and is affordable to the City.

ARTICLE 34. ABOLISHMENT OR MERGER

1. Whenever the abolishment or merger of the police department is contemplated, the Association shall be informed of such plans in advance and be given an opportunity to negotiate concerning the impact of such abolishment or merger proposal upon this Agreement.
2. The abolishment or merger negotiations shall include discussion of provisions for the placement of personnel in other departments or, in the alternative, severance benefits.

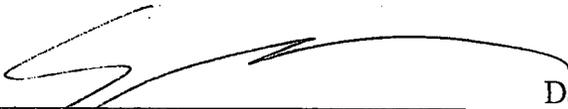
ARTICLE 35. AMERICANS WITH DISABILITIES ACT

Notwithstanding any other provision of this Agreement, the PBA agrees that the City may take whatever actions may be necessary to comply with the Americans with Disabilities Act or the Florida Civil Rights Act to provide reasonable accommodation to individuals with disabilities as required under those laws. To accomplish this, the City shall notify the PBA of the action it intends to take to comply with the ADA or the Florida CRA. If the PBA disagrees with the action contemplated by the City, the PBA shall immediately request negotiations with the City to resolve the issue and to determine the parties' mutual obligations to comply with these laws. However, any contention or claim that the City violated any provision of the Americans with Disabilities Act or the Florida Civil Rights Act shall be exclusively resolved through available administrative or judicial remedies, and shall not be subject to the grievance procedure provided within this Agreement.

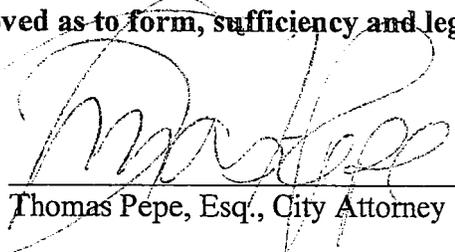
ARTICLE 36. TERM OF AGREEMENT

Except as provided herein, all provisions of this Agreement shall be effective upon ratification by the PBA and the City. This Agreement shall remain in full force and effect until and including September 30, 2018.

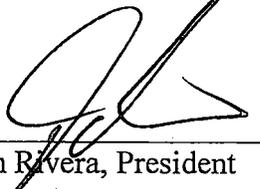
City of South Miami:

By:  Date: JUNE 21, 2016
Steven Alexander, City Manager

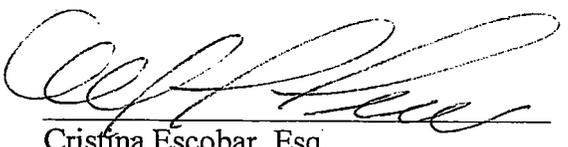
Approved as to form, sufficiency and legality:

By:  Date: 7/18/2016
Thomas Pepe, Esq., City Attorney

Miami-Dade County Police Benevolent Association:

By:  Date: 6-21-16
John Rivera, President

By:  Date: 6/21/16
Blanca Greenwood, Esq.

By:  Date: 6/21/2016
Cristina Escobar, Esq.



CITY OF SOUTH MIAMI COURTESY NOTICE

NOTICE IS HEREBY given that the City Commission of the City of South Miami, Florida will conduct Public Hearing(s) at its regular City Commission meeting scheduled for Tuesday, June 21, 2016, beginning at 7:00 p.m., in the City Commission Chambers, 6130 Sunset Drive, to consider the following item(s):

A Resolution relating to an application for waiver of plat for the subdivision of property located at 6050 SW 81 Street.

A Resolution approving special exceptions waiving strict compliance with the lot coverage, parking, height, and setback provisions of the Hometown District Overlay Ordinance for a proposed addition located at 5875 Sunset Drive.

A Resolution approving and authorizing the City Manager to execute a three (3) year (October 1, 2015 – September 30, 2018) agreement between the Miami-Dade County Police Benevolent Association Collective Bargaining Union ("Lieutenants & Captains") and the City of South Miami.

A Resolution authorizing the City Manager to enter into a three-year agreement with AT & T to replace existing network connections at Parks and Recreation, Public Works and City Hall.

An Ordinance amending Chapter 13A, Section 13A-22 of the City of South Miami Code of Ordinances, entitled "Balloon Regulations," providing for the regulation of balloon usage and balloon releases in the City limits.

An Ordinance amending the Land Development Code, Article III, "Zoning Regulations," Section 20-3.6, "Supplemental Regulations," to amend and clarify the height limitations on fences, walls, hedges and similar features in residential zoning districts.

An Ordinance amending Section 20-5.4, "Complete applications required," Section 20-5.5, "Applications requiring public hearings," and Section 20-5.6, "Applications in general," of the South Miami Land Development Code to establish requirements for a transportation impact analysis, and other changes including correction of names, clarifying notice requirements, and establishing authority to defer an item.

ALL interested parties are invited to attend and will be heard.

For further information, please contact the City Clerk's Office at: 305-663-6340.

Maria M. Menendez, CMC
City Clerk

Pursuant to Florida Statutes 286.0105, the City hereby advises the public that if a person decides to appeal any decision made by this Board, Agency or Commission with respect to any matter considered at its meeting or hearing, he or she will need a record of the proceedings, and that for such purpose, affected person may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is to be based.

MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and
Legal Holidays
Miami, Miami-Dade County Florida

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared OCTELMA V FERBEYRE who on oath says that he or she is the VICE PRESIDENT Legal Notices of the Miami Daily Business Review (f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County Florida, that the attached copy of advertisement being a Legal Advertisement of Notice in the matter of

NOTICE OF PUBLIC HEARING
CITY OF SOUTH MIAMI - JUNE 21, 2016

in the XXXX Court,
was published in said newspaper in the issues of

06/10/2016

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County Florida each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he or she has neither paid nor promised any person firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this
10 day of JUNE A.D. 2016

SEAL
OCTELMA V FERBEYRE personally known to me



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NOTICE OF PUBLIC HEARING**

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