

AGREEMENT

BETWEEN

CITY OF SOUTH MIAMI

AND

SOUTH FLORIDA POLICE BENEVOLENT  
ASSOCIATION

LIEUTENANTS AND CAPTAINS

OCTOBER 1, 2024 – SEPTEMBER 30, 2027

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## **PREAMBLE**

This Agreement is entered into by the City of South Miami, Florida, hereinafter referred to as the "Employer" or the "City" and the South Florida 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, or telephone number 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, whichever 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. Bargaining unit members shall be assigned take-home vehicles. 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. Effective upon ratification, the following promotional process shall apply to all future promotions to the ranks of Lieutenants and Captains.
  - a. Employees will be eligible to take a promotional examination/assessment after three years continuous service in the prior rank (sergeant rank for the lieutenant's examination/assessment and lieutenant rank for captain's examination/assessment).
  - b. Promotional examinations/assessments shall be in accordance with validation standards and techniques as established by the Chief of Police. Criteria to be used by the Chief of Police for promotions shall be promulgated and distributed to the bargaining unit at least sixty (60) Calendar days prior to any examination/assessment.
  - c. The City will list the areas which the examinations/assessments will cover and the sources from which the examination/assessment is drawn. At the conclusion of the examination/assessment, the names of all those employees who passed the examination/assessment shall be put onto a promotional eligibility list.
  - d. Whenever a budgeted promotional vacancy exists in a Police Lieutenant or Captain classification, the City shall fill such vacancy within thirty (30) working days from an existing eligibility list, to the extent practicable, if a valid eligibility list is in existence. If there is not a valid eligibility list in existence, the City agrees to conduct a promotional examination/assessment to establish a list to fill the vacancy within ninety (90) days of the vacancy, A promotional eligibility list will expire two (2) years from the date of the examination/assessment, which led to its creation.
  - e. The Chief of Police will have authority to promote any of the three (3) top ranked candidates on the eligibility list.

2. The probationary period shall be one (1) year. Employees promoted to Lieutenant and Captain and then demoted within the probationary period shall have no right of review or appeal, concerning such demotion. 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.
3. Employees promoted from sergeant to lieutenant and from lieutenant to captain shall receive a 15% salary increase at the time of their promotion.
4. Seniority shall be determined based upon an employee's date of promotion into his/her rank; however, in the event an employee is demoted or removed from his/her rank for any reason, the employee will be credited with the seniority accrued in the higher rank when returning to the lower rank (i.e. an employee demoted from lieutenant to sergeant will have his/her seniority as a sergeant calculated to include the time he/she was in the higher rank of lieutenant).
5. In the event the City has to remove employees covered by this Agreement from their rank for non-disciplinary reasons (i.e. budgetary), such removal shall be done in the inverse order of seniority and the employees will be bumped down to their last assigned rank, provided they have seniority over the other employees in their last assigned rank.
6. Bargaining unit employees assigned to the patrol division will bid for their assigned shift in accordance with seniority as defined in Article 9 of this Agreement. The shift bids will occur in accordance with the regular patrol shift schedule. Effective upon ratification, the City will implement a four (4) day ten (10) hour shift schedule 6-month pilot program for lieutenants and captains as soon as practicable (and will hold a special shift bid for lieutenants and captains to the extent necessary).

## **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) June 19 <sup>th</sup>             | Juneteenth                         |
| 6) July 4                            | Independence Day                   |
| 7) 1st Monday of September           | Labor Day                          |
| 8) 2 <sup>nd</sup> Monday of October | Columbus Day Holiday               |
| 9) November 11                       | Veteran's Day                      |
| 10) Last Thursday in November        | Thanksgiving Day                   |
| 11) Friday after Thanksgiving        |                                    |
| 12) December 24                      | Christmas Eve                      |
| 13) December 25                      | Christmas Day                      |
| 14) Birthday                         | After 1 year of continuous service |
| 15) 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 Chief'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.

4. The City agrees that any holidays provided to the Rank and File Bargaining Unit beyond those provided in this Article will also be provided to employees of this bargaining unit.

**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. The Chief may instruct an employee to take sick leave when, in the discretion of the Chief, attendance by the employee may lead to the unnecessary infection of others.
- (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. 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 8 of this Article.

5. All employees 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 40 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.

6. 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.

7. 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.

8. Employees hired prior to October 1, 1995, who voluntarily terminate employment from the City, shall receive payment for 100% of leave deposited in their sick bank, up to 600 hours. Employees hired after October 1, 1995 who, upon voluntary termination from the City, have a minimum of 300 hours of leave deposited in their sick leave bank, shall be entitled to a termination

payout of 200 sick leave hours. Employees hired after October 1, 1995 with less than 300 hours of sick leave will not be entitled to a sick leave payout upon termination.

9. 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.

10. 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.

11. 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.

12. 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. Upon ratification of this agreement:

<u>Years of Uninterrupted Service</u>	<u>Amount of Vacation</u>
1) 1 to 4 years inclusive	8 hours per month
2) 5 to 9 years inclusive	10 hours per month
3) 10 to 14 years inclusive	12 hours per month
3) 15 to 19 years inclusive	14 hours per month
4) 20 years and over	16 hours per month

(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.

4. Effective October 1, 2024, the benefit permitting employees to convert up to forty (40) hours each year of unused accrued annual leave to cash payment shall be increased to up to eighty (80) hours each year, provided they have at least one hundred (100) hours of annual leave.

**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.

5. Employees covered by this agreement shall receive a minimum of four (4) hours pay at the according extra-duty rate of pay if the job is stopped prior to reaching four (4) hours of actual time worked.

**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.

The City agrees to remain in compliance with Section 112.0801, Florida Statutes which, states in pertinent part that eligible full-time employees of the City that are participants in the City's health insurance plans at the time of their retirement shall be afforded the option of continuing to participate in the plans as a Retiree. Procedural information can be found in the referenced Statute and on the City's Employee Policies and Procedures Manual.

Effective October 1, 2024, the City agrees to pay all employees that retire under a normal retirement, early retirement, or disability retirement and who have completed twenty-five (25) years of sworn law enforcement service for the City with a one-hundred and fifty dollar (\$150) monthly stipend to help subsidize the cost of health insurance, provided the retiree remains on the City's insurance until he/she is eligible for Medicare/Social security. Notwithstanding the foregoing requirement that the retiree remains on the City's insurance in order to receive the

stipend, if the retiree moves out of the State of Florida and the City switches its insurance to a carrier that does not provide national coverage, the retiree will be permitted to switch to a different insurance carrier and still receive the monthly stipend.

**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. Effective October 1, 2016, and each year thereafter, 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 by receiving a COLA raise every year on October 1<sup>st</sup> based on the CPI average. Effective upon ratification, the COLA raise every year shall be no less than a minimum of two percent (2%) to a maximum of six percent (6%).

2. Bargaining unit employees covered by this Agreement who are temporarily assigned (5 days or more) 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.

3. Longevity pay shall be calculated based on the hourly rate of each bargaining unit employee.
4. Effective upon ratification, through September 30, 2025, the shift differential pay benefit shall be amended to provide that bargaining unit employees assigned to uniform patrol who are covered under this agreement and are assigned to work between the hours of 6PM to 6AM shall receive a shift differential pay of 2.5% of their base salary.

Effective October 1, 2025, through September 30, 2026, the shift differential pay benefit shall be amended to provide that bargaining unit employees assigned to uniform patrol who are covered under this agreement and are assigned to work between the hours of 6PM to 6AM shall receive a shift differential pay of 3% of their base salary.

Effective October 1, 2026, through September 30, 2027, the shift differential pay benefit shall be amended to provide that bargaining unit employees assigned to uniform patrol who are covered under this agreement and are assigned to work between the hours of 6PM to 6AM shall receive a shift differential pay of 3.5% of their base salary.

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.

5. Bargaining unit employees covered under this Agreement who are assigned to the following specialized units shall receive an assignment pay of \$80 per pay period. The assignment pay is not tied to the base for overtime and pension calculations. Bargaining unit employees eligible for specialized unit pay will only be eligible for one such \$80 increase regardless of how many specialized units they participate in. No bargaining unit members will be eligible to receive this assignment pay, except for the lieutenant currently assigned to GIU, who will continue to receive the pay for as long as he is assigned to GIU.

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

5. Effective March 1, 2022, the merit pay program shall be given every year. A merit increase will be awarded on the employee's anniversary date within the employee's classification, provided the employee meets the provisions contained in this article. The merit pay increase shall be 2.5% per year.

Within the twelve (12) month period immediately preceding the effective date of the merit increase, the Employee must not have any of the following (these rules do not apply for the CPI increase):

- Received a score below 3.0 on the annual performance review

“Anniversary Date” for purposes of this section is defined as the date employee is promoted into the bargaining unit (i.e. Sergeant to Lieutenant) as well as the date employee is promoted within

bargaining unit (i.e. a Lieutenant promoted to Captain will use new date of promotion for month of service calculations).

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

6. Effective upon ratification, the hazard duty pay benefit shall be eliminated and converted to a pensionable one-time, non-recurring \$2,210 salary increase for bargaining unit employees covered under this Agreement and payable on the first pay-period after ratification.
7. Effective upon ratification, the Command Staff Incentive Pay shall be eliminated and converted to a pensionable one-time, non-recurring \$2,080 salary increase for bargaining unit employees covered under this Agreement and payable on the first pay-period after ratification.
8. If the Police Chief declares Alpha/Bravo mobilization pursuant to a declared State of Emergency and the City of South Miami is reimbursed monies by the Federal Emergency Management Agency, then employees will receive double time pay for all hours worked during the Alpha/Bravo mobilization to the extent reimbursed by the Federal Government.
9. Employees covered by this Agreement with 10 years of continuous satisfactory full-time service shall receive a longevity raise of 3% of the employee's base salary on their anniversary date (Longevity 1). After 15 years of continuous satisfactory full-time service the employee will receive an additional 4% longevity raise (Longevity 2). After 20 years of continuous satisfactory full-time service, the employee will receive an additional 5% longevity raise (Longevity 3).
10. Effective upon and contingent on the Rank-and-File Bargaining Unit agreeing to a salary range for the police officer and police sergeant classifications, the parties agree to the following salary ranges for the police lieutenant and police captain classifications:

Lieutenant:	Minimum	Maximum
	\$97,643	\$158,264
Captain:	Minimum	Maximum
	\$115,615	\$187,883

If the Rank and File Police Bargaining Unit agrees to a salary range that contains minimum and maximum salaries for the police sergeant classification that are within 15% of the minimum and maximum salary ranges for the police lieutenant classification, then both of the above salary ranges will be adjusted upwards to provide for at least a 15% separation between classifications (i.e. at least 15% between sergeants and lieutenants and 15% between lieutenant and captains).

The salary ranges will increase each fiscal year with the cost-of-living adjustments provided in this article; accordingly, employees at the maximum of a pay range will continue to receive a cost-of-living adjustment each fiscal year. An employee will not, however, receive the annual merit

pay increase provided in this article if he/she is at the maximum of the salary as of the date of his/her anniversary.

11. Should the City provide the members of the Rank-and-File bargaining unit with a cost-of-living adjustment, merit pay increase, general salary increase, and/or additional pay supplements/differentials or increases to existing pay supplements/differentials above what is provided in this Agreement, the City will provide members of this bargaining unit with the same adjustments and/or increases. This provision is not intended to apply to existing pay benefits specific to the Rank-and-File bargaining unit only, but rather it is intended to apply to pay benefits negotiated with the Rank-and-File unit after ratification of this Agreement.

## **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.

4. In the event of an on-the-job injury to an employee, not as a result of negligence by the employee, such employee will be carried at full pay and benefits for a period not to exceed 180 calendar days.

### **ARTICLE 30. RETIREMENT BENEFITS**

1. Each employee who retires with a normal retirement, early retirement, or disability retirement benefit shall receive an honorary one-grade promotion and shall be issued a badge and identification card clearly marked "retired" and their service issued firearm. The honorary one-grade promotion shall not affect salary, benefits or the calculations of pension and/or distributions.

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

- b. 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;
- c. 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;
- d. 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.
- e. 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.
- f. 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.

- g. 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.
  - h. 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.
3. Bargaining unit employees shall be 100% vested in the retirement plan when completion of ten (10) years continuous credited full-time service in the retirement plan is completed.
  4. Effective October 1, 2001, the employee contribution to the retirement plan will be 7.5%. Should the total contribution be actuarially determined to exceed 15%, both the City and the employees will share equally the excess amount (should the total contribution be actuarially determined to be 17%, the City shall contribute a total of 8.5% and the employees shall contribute a total of 8.5%). The Employee contribution will not exceed 12%.
  5. Below is the sum of the amount to 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. Below is a breakdown of the minimum benefit, the cost, and date of expiration.

Minimum Benefits Adopted

New normal (25 years)	\$12,496	Ordinance 30-01-1761 (Forever)
Participate on their date of employment & Minimum Multiplier of 2%	\$25,282	Ordinance 06-05-1828 (Payments End on 9/31/26)
New normal (55 & 10) & Early retirement eligibility date	\$41,450	Ordinance 38-19-2351 (Forever)
<b>TOTAL PROVIDED TO THE POLICE PENSION PLAN</b>	<b>\$79,228</b>	

The parties agree that the pension plan shall be amended to include the four outstanding minimum benefits as provided in F.S. 185: Normal form of payment; Service-Connected Disability Benefits Non Service-Connected Disability Benefits; and a Death Benefit (hereinafter “the remaining statutory minimum benefits”) within ninety (90) days following the date the Agreement is ratified by both parties and that the statutory minimum benefits will be funded with F.S. 185 premium tax revenues.

Further, a portion of the “reserve for future minimum benefits,” which had a balance of \$195,518 as of September 30, 2024, will be used to zero out all negative accounts in the Share Plan as of the

date of ratification. The remaining balance of the reserve fund shall be applied towards the City's required annual pension contribution specifically relating to the cost of the remaining statutory minimum benefits.

All future annual premium tax revenue contributions shall be allocated first to pay for all statutory minimum benefits. Should the annual cost of minimum benefits ever exceed the premium tax revenue contribution amounts, the City shall be responsible to pay the difference, however, any future annual premium tax revenues received in excess of the annual cost of minimum benefits shall be applied to reduce the City's annual required pension contributions until such amounts paid by City to fund minimum benefits are satisfied in full. Once amounts paid by City to fund the minimum benefits are satisfied in full, the annual premium tax monies received in excess of the annual cost of such minimum benefits shall be allocated to police officer individual Share Plan accounts, with each active member (including DROP participants) with at least 1 year of service receiving an equal share of the excess each year.

It is understood and agreed that these terms are contingent upon this same language being approved and incorporated into the CBA for the Sergeants and Officers Bargaining Unit

6. The retirement plan is mandatory for all employees, covered under this Agreement, hired after October 1, 1995.
7. 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. For the purposes of this Agreement the best five (5) years is defined as the best five 26 consecutive pay periods within a participant's career and such consecutive year periods shall not overlap one another.
8. The normal retirement date (the earliest date a bargaining unit employee may retire with full unreduced pension benefits) for a participant shall be on the date that the participant has completed 25 years of credited police service, regardless of age, or attainment of age fifty-five (55) and completion of ten 10 years of credited police service. A participant is qualified to take early retirement if the participant is at least fifty (50) years of age and has completed ten (10) years of credited police service.
9. 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 five (5) years in the South Miami Retirement System, pursuant to procedures to be promulgated by the City in consultation with the PBA.

Effective October 1, 2024, employees covered by this Agreement who are not participating in the DROP shall be allowed to apply for permission to purchase credit for prior service as a police officer for any other municipal, county or state or federal law enforcement department as long as the member is not entitled to receive a benefit for such

prior service. The maximum number of years of credited service that may be purchased for prior police service shall be five (5) years.

Credited service purchased pursuant to this section shall apply for the purpose of pension benefit calculations but not toward vesting under the plan.

The member shall pay the full actuarial cost of the service purchase as calculated by the Plan's actuary, plus any fees charged by the Plan's actuary to perform the service purchase calculations. Payment for prior military and/or police service may be made in a lump sum or deducted from the member's pay, with interest at the assumed rate of investment return for the plan, over a period of time not exceeding ten (10) years. In the event full payment for the prior police service with interest has not been made at the time a member enters the DROP or separates from city employment, the member shall receive credited service for which the amount paid is the full actuarial cost, as determined by the plan actuary.

In the second year of this Agreement, the parties agree to explore and discuss the possibility of implementing a benefit permitting employees covered by this Agreement to purchase an additional accrual rate for years of service and/or an early retirement incentive program.

10. 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 actuarial company, approved 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.
11. For compensation earned by police lieutenants and captains on or after October 1, 2016, the maximum amount of overtime hours that may be used to determine annual compensation for calculating retirement benefits for anyone (1) fiscal year shall not exceed three hundred (300) hours. Any accrued unused sick leave or accrued unused annual leave earned by lieutenants and captains on or after October 1, 2016, shall not be considered a part of their annual compensation for purposes of calculating their retirements benefits.
12. The pension rights, benefits and employee contributions of bargaining unit employees are set forth in the current South Miami Employee Pension Plan, South Miami Police Officers Retirement Plan, and South Miami Police Officers Retirement Trust Fund, as codified in Chapter 16, Articles II and III, of the City Code of Ordinances, in effect on the effective date of this collective bargaining agreement, and such provisions shall remain in effect for the term of this Agreement and are incorporated herein by reference.

13. Lieutenants and captains eligible to retire with full benefits (as stated in the CSM Retirement Ordinance) without penalty will be allowed to enter the DROP. The member's DROP account shall be credited with interest in an amount equal to fifty (50) percent of the net (gross return minus investment expense) yearly interest earned by the retirement system for the preceding fiscal year, up to a maximum of 6% percent. If the net yearly interest earned by the retirement system is zero (0) percent or less, the member's DROP account will not be credited with interest, nor will it be debited with any investment losses. Upon separation from the City of South Miami, DROP participants will have 120 days to take a distribution of funds in their DROP account or roll all or a portion of the DROP balance into an IRA or other qualified plan, as directed by the participant. After 120 days from the separation date, the funds in the account will no longer accrue interest and will be subject to market losses experienced by the Plan.

### **ARTICLE 31. EDUCATIONAL INCENTIVE**

1. The City agrees to bear the cost of tuition for specifically applicable specialized education courses to better equip the officers for the performance of the particular job and/or position in which they are employed, as determined by and approved in writing by the Chief of Police.
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) 100% reimbursement of the course cost for a grade of "A" for undergraduate and graduate courses.
  - b) 75% reimbursement of the course cost for a grade of "B" for undergraduate and graduate courses;
  - c) 50% reimbursement of the course cost for a grade of "C" for undergraduate and graduate courses;
  - d) Any such reimbursement shall be made only upon submission of proof of the grades as provided in sub-sections a and b above;
  - e) The credit hour cost of any courses approved shall be capped at the rate used by local publicly funded universities and/or community colleges;
  - f) There shall be no reimbursement for grades "D" or less or "unsatisfactory."
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, 2027.

**City of South Miami:**

By:   
Genaro "Chip" Iglesias, City Manager

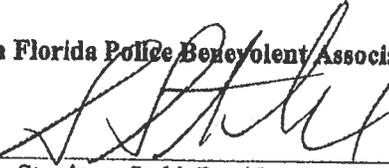
Date 2/20/25

**Approved as to form, sufficiency and legality:**

By:   
Weiss, Serota, Helfman Cole &  
Bierman, P.L., City Attorney

Date 2-13-25

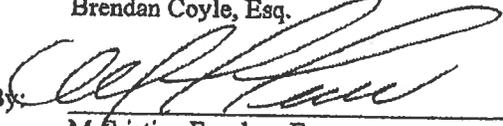
**South Florida Police Benevolent Association:**

By:   
Steadman Stahl, President

Date: \_\_\_\_\_

By:   
Brendan Coyle, Esq.

Date: 2/11/25

By:   
M. Cristina Escobar, Esq.

Date: 2/11/2025