

AGREEMENT  
BETWEEN  
THE CITY OF NORTH MIAMI BEACH  
AND  
INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO  
FOR THE CONTRACT PERIOD OF  
October 1, 2009 to September 30, 2011

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## ARTICLE 1: AGREEMENT

This Agreement is entered into by the CITY OF NORTH MIAMI BEACH, FLORIDA, hereinafter referred to as the "City," and the INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, hereinafter referred to as the "Employee Organization," "Union" or "IUPA" representing NORTH MIAMI BEACH POLICE OFFICERS' ASSOCIATION LOCAL 6005, INC.

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## **ARTICLE 2: RECOGNITION**

The City hereby recognizes the Employee Organization as exclusive bargaining representative of all sworn law-enforcement personnel in the City of North Miami Beach Police Department in the classifications of Police Officer, Police Sergeant, and Police Communication Officers, but excluding the Chief of Police, Assistant Chief(s), Majors, Captains, Lieutenants, clerical employees and non-sworn personnel.

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### ARTICLE 3: MANAGEMENT RIGHTS

1. Except as otherwise provide by this Agreement, the Employee Organization recognizes the unilateral rights and obligations of the City to perform certain functions. Those functions include, but are not limited to, the following and are grievable or negotiable only to the extent that the aforementioned specific limitations apply:
  - (a) demote, suspend and discharge or take other disciplinary action for just cause, recruit, hire, promote, retire, assign and retain employees in positions, control and direct the activities of all employees and determine the standards and qualifications therefore;
  - (b) transfer employees from location to location and from time to time;
  - (c) rehire employees;
  - (d) determine the starting and quitting time and the number of hours and shifts to be worked subject to Article 19 (Hours and Overtime Compensation);
  - (e) maintain the efficiency of employees by communication through supervisory personnel;
  - (f) merge, consolidate, subcontract, expand, or close the Department or any part thereof or expand, reduce, alter, combine, assign or cease any job;
  - (g) control the use of equipment and property of the City;
  - (h) fill any job on an emergency or interim basis;
  - (i) determine the number, location, and operation of headquarters, annexes, divisions, substations, and departments thereof;
  - (j) increase and decrease the work force, determine work to be accomplished, schedule operations and determine the methods or processes therefore;



- (k) issue policy statements and executive directives that are not inconsistent or in contradiction to law or this Agreement which explain, clarify or establish practices and procedures not addressed in law or this Agreement;
  - (l) formulate and implement department policy, rules and regulations;
  - (m) introduce new or improved services, maintenance procedures, materials, facilities and equipment, and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral changes when necessary;
  - (n) manage the City's Police Department, jobs and job locations.
2. If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions. Any right, power or privilege of the City not specifically relinquished by the City in this Agreement shall remain with the City.
3. However, the exercise of such rights shall not preclude employees, or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.



#### ARTICLE 4: NON-DISCRIMINATION

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the Employee Organization, withdraw from membership from the Employee Organization, or refrain from becoming a member of the Employee Organization. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, Employee Organization membership, or lack of Employee Organization membership.

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## ARTICLE 5: WORK STOPPAGES

1. There will be no strikes, work stoppages, slowdowns, boycotts, job actions, or refusal to perform assigned work by the employees covered under this Agreement, or picketing in furtherance of any of the above prohibited activities. Notwithstanding the above, there shall be no picketing whatsoever in uniform by the employees covered by this Agreement.
2. Recognizing that Florida law prohibits the activities enumerated in Paragraph 1 above, the parties agree that any member who participates in or promotes any of the aforesaid activities may be discharged or otherwise disciplined by the City.
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 Police Department'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 Employee Organization shall be responsible and liable for any act committed by its officers, agents and/or representatives, which act constitutes a violation of the provisions herein, provided that act has been authorized by the Employee Organization. In addition to all other rights and remedies available to the City in the event of a breach of provisions herein, the City shall have the right to unilaterally and without further notice cease dues deduction, terminate this collective bargaining agreement and/or withdraw recognition from the Employee Organization.



## ARTICLE 6: DUES CHECK OFF

1. Any member of the Employee Organization, who has submitted a properly executed dues authorization card or statement to the City Manager or his designee in accordance with a format prescribed or approved by the City may, by requesting in writing, have his/her membership dues in the Employee Organization deducted from his/her wages. Dues shall be deducted each pay period, and shall, thereafter, be transmitted to the Employee Organization. However, the City shall have no responsibility or any liability for any monies once sent to the Employee Organization, nor shall the City have any responsibility or any liability for the improper deduction of dues. Further, the Employee Organization shall hold the City harmless for unintentional errors in the administration of the dues deduction system.
2. It shall be the responsibility of the Employee Organization to notify the City Manager or his designee of any change in the amount of dues to be deducted at least sixty (60) days in advance of said change. Under no circumstances shall the City be required to deduct Employee Organization fines, penalties, or assessments from the wages of any member.
3. Any member of the Employee Organization may, on thirty (30) days written notice to the City and to the Employee Organization, withdraw from membership in the Employee Organization and the City shall cease deducting dues from his/her wages.



## ARTICLE 7: PERSONNEL RECORDS

1. To the extent permitted by law, personnel records shall be kept confidential and not released to any person except officials of the City, in response to a Court order, or as otherwise provided by law. However, individual employees may, at their discretion, waive this right. The IUPA recognizes the City's obligation to comply with Chapter 119, Florida Statutes.
2. No member of the news media, person or entity shall be furnished with the home address, telephone number, social security number or photograph of an employee without his or her written consent insofar as legally possible.
3. It shall be the right of any employee, at reasonable times, to inspect and make copies of his or her personnel records and all such records shall be made available for inspection.
4. There shall be only one official personnel file for each employee, which shall be maintained in the central personnel office of the employing agency, unless a different location is approved by the Personnel Director. Duplicate personnel files may be established and maintained with an agency. Such duplicate personnel files may contain part or all of the items filed in the personnel file, but may not contain any items which are not filed in the official personnel file.
5. If any derogatory material is placed in an employee's official personnel file, the employee will have the right to answer any such material filed, and his/her answer will be attached to the file copy.

6. Work sheets maintained by the immediate supervisors, inventory listings of clothing, or other issued equipment and internal affairs files shall not be covered by the provisions of this Article.

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## ARTICLE 8: SERVICES TO THE ASSOCIATION

1. The City agrees to furnish the Employee Organization, through a CD or equivalent, a copy of the procedural directives pertaining to employer-employee relations. Additionally, a total of twenty five (25) hard copies of the procedural directives will be placed in various locations throughout the Police Department including the library, squad room, and the various divisions and units within the Department. The cover of each set of the procedural directives will clearly indicate the date through which that set of the procedural directives have been updated.
2. The City will furnish the Employee Organization with sufficient Bulletin Board space for up to four (4) Employee Organization notices, size 8-1/2" x 14," in the Squad Room.
3. It is intended, for purposes of interpretation, that the Bulletin Boards indicated shall be provided, primarily for employee information and internal communications and not for the primary purposes of communicating with the general public.
4. The City will provide the Employee Organization, on an annual basis, a complete roster of the bargaining unit, including name, rank, address, telephone number, social security number, present assignment, and current pay scale.

## ARTICLE 9: ASSOCIATION REPRESENTATIVES DUTIES AND PRIVILEGES

1. Not more than four (4) members of the Employee Organization who are engaged in the negotiation of this Agreement shall be provided leave with pay, including actual and necessary travel time, during the period of negotiations.
2. The City agrees to recognize four (4) members of the Employee Organization representatives, not more than one (1) per shift, appointed by the Employee Organization, whose duties shall be to process grievances from members of the bargaining unit. The City agrees that the Employee Organization representatives shall have access to the City Manager and/or his designee without utilizing the official chain of command.
3. The City agrees to allow the Employee Organization and its representatives reasonable access to the Squad Room of the Police Department, when available, or to another room if Squad Room is unavailable, for the conducting of Employee Organization business.
4. The City will permit representatives of the Employee Organization, whether state, regional or national, to have reasonable access to the premises of the City at any time during working hours to conduct Employee Organization business. The Employee Organization agrees not to use this access for purpose of soliciting members.



## ARTICLE 10: INTERNAL SECURITY

1. The security of the City and its citizens depends to a great extent upon the manner in which the North Miami Beach Police perform their varied duties. The performance of such duties involves those members in all manner of contact and relationships with the public.
2. Out of such contacts and relationships may arise questions concerning the actions of employees of the force. Such questions may require investigation by superior officers.
3. The reception and investigation of complaints against employees covered by this Agreement and the purging of internal affairs files shall be governed by the Department's Procedural Directive #6-83.
4. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing the protecting of individual rights of each employee of the force, the following rules of procedure will be established:
  - (a) The interrogation of any employee shall be at a reasonable hour, preferably when the employee is on duty;
  - (b) The interrogation shall take place in the police station or the Internal Affairs Office in North Miami Beach;
  - (c) The employees shall be informed of the rank and name of the officer in charge of the investigation, as well as the ranks and names of any others taking part in the interrogation and investigation. All questions directed to the officer under interrogation shall be through no more than two (2) interrogators at any one time.  
  
If the employee is directed to leave his/her post to report for interrogation, an

Employee Organization representative shall be promptly notified. The Employee Organization representative will not have the right to interrogate the interrogators, but will protect the rights of the employee;

- (d) The employee shall be informed of the nature of the investigation before any interrogation begins. Sufficient information to reasonably apprise the employee of the allegations will be provided. If it is known that the employee being interrogated is a witness only, he/she must be informed.
- (e) The interrogation shall be completed within a reasonable length of time and reasonable respites will be allowed;
- (f) The employee shall not be subjected to any offensive language, nor shall he/she be threatened with transfer, dismissal, or other disciplinary measures. No promise of reward shall be made as an inducement to answering questions;
- (g) In all cases wherein an employee is to be interrogated concerning an alleged violation of the Department's rules and regulations which, if proven, may result in dismissal or in some disciplinary measure, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his own choosing and a representative of the Employee Organization before being interrogated. The attorney and the Employee Organization representative may be present during the interview. Where the attorney is not immediately available and conditions permit, the investigation will be postponed for twenty-four (24) hours;

- (h) The complete interrogation of the employee shall be recorded mechanically or by a stenographer. There will be no "off the record" questions. All recesses called during the questioning shall be noted in the record;
- (i) If an employee is under arrest, or is likely to be, i.e., if he/she is a suspect in a criminal investigation, he/she shall be given his/her rights pursuant to United States Supreme Court decisions;
- (j) Under the circumstances described in Paragraph G, supra, the employee shall be given an exact copy of any written statement he may execute;
- (k) The City shall not order or request any employee of the bargaining unit to submit to a polygraph (lie detector) test, unless such test is requested by the employee;
- (l) No police officer employee will be compelled to speak, or testify before, or be questioned by any nongovernmental agency, unless under proper court subpoena;
- (m) Officers who are under investigation pending possible disciplinary action, if relieved from duty, shall remain on full pay and benefits, until the final disposition of said investigation has been determined. In the alternative, the officer may be reassigned, without advance notice, to duties with Police Headquarters, during his/her regularly assigned hours, pending the final disposition of said investigation.

## ARTICLE 11: MAINTAINING OF DISCIPLINE

1. It is recognized that, from time to time, employees may violate rules, regulations and/or policies established for the smooth and proper functioning of the City's operations. The City shall have jurisdiction to determine what, if any, disciplinary action will be taken, as it deems necessary, based on just cause, including discipline involving termination, suspension or demotion. It is understood and agreed by the parties that the procedures contained in Article 29 of this Agreement are intended to be the sole and exclusive method of resolving all grievances including those relating to all levels of discipline. Accordingly, employees covered by this Agreement may not file grievances pursuant to Civil Service Rules, Chapter 13, Section 13.01 and 13.07 nor to the City Charter, Article 13, Department of Personnel, Section 79 (Appeals) and, therefore, the Civil Service Board shall not have jurisdiction to hear any grievance filed by a bargaining unit member whether it is a grievance over discipline or any other matter.
2. The City agrees to provide the employee written notice of the discipline imposed and further agrees to send copies of such notices to the Employee Organization.
3. Copies of all matters involving discipline shall be entered into the employee's personnel file and shall become a permanent part thereof.



## ARTICLE 12: SHIFT EXCHANGE & SUBSTITUTIONS

1. Wherever possible, excepting normal shift changes, the City will notify the employee at least seven (7) days in advance of any contemplated change in an employee member's status, e.g., transfer, reassignment, change of shift, disciplinary action, etc. The seven (7) days' notice may be extended at the sole discretion of the Chief of Police or his designee for a period of time not to exceed seven (7) additional days for a verified hardship.
2. Upon application to the Chief of Police, shift exchanges for the purposes of attendance at advance schools and college courses, as authorized for funding by the City, will be arranged, provided:
  - (a) It does not interfere with the regular and efficient operation of the department;
  - (b) A fellow officer of like rank and experience volunteers for the exchange;
  - (c) It is requested and approved sufficiently in advance so as not to work a hardship on either officer or the City.
  - (d) The approval of the Chief of Police shall not be unreasonably withheld.
3. The City agrees not to use, assign, or detail bargaining unit employees as "substitute employees" in any situation where there exists a labor dispute, except in those cases where lives or property are in imminent danger; for example, a cessation of fire services.
4. The Police Chief or his designee, within his/her sole discretion, shall select the first four (4) employees for each shift. The remaining positions for each shift shall be filled by shift selection on the basis of seniority.

### ARTICLE 13: DEPARTMENTAL RULES & REGULATIONS

1. It is agreed and understood that each employee will be provided with a copy of any computerized departmental manual, which replaces, updates, and/or supersedes the present manual containing the department's rules and regulations. Any such new departmental manual shall be distributed to the employees within sixty (60) days after formal adoption, or as soon thereafter as practical.
2. The employees or the Employee Organization may offer suggestions to the Police Chief as to changes in the department's rules and regulations. The acceptance or rejection of these suggestions shall be at the sole discretion of the Police Chief.
3. The establishment of new work rules (irrespective of the manner of promulgation by ordinance, regulation, or memorandum) which effect wages, hours of work, or conditions of employment, shall be in conformance with this Agreement.

## ARTICLE 14: VEHICLES & EQUIPMENT

1. Whenever an employee is authorized in advance to use his/her own vehicle in the performance of official City duties, he/she will be compensated at the rate promulgated by the State of Florida for mileage reimbursement and is entitled to all employee benefits.
2. The City will arrange to have each City vehicle inspected by a qualified mechanic on a scheduled maintenance program, with emphasis on safety features. Due to the number of police units, the City will provide a qualified mechanic to work on police units.
3. Before any police vehicle goes onto the street, the officer to whom it is assigned shall be required to check the following equipment to ensure it is in working order. Emergency lights, siren, loudspeaker (except in detectives' vehicles), a 2-way radio, rifle and shells, first-aid kit, safety equipment, fire extinguisher, flares and spare tire. The City agrees that it will institute a maintenance program to ensure that the above items are in good working order.
4. To protect officers while they are away from their patrol vehicles, or when working private details, the City will provide each officer with a 2-way portable radio during regularly assigned shifts or off-duty assignments only. Radios may be carried when not on duty status if permitted by the Chief. The City will take reasonable steps to secure such additional radios as are necessary.
5. The City will adopt no new equipment which places in jeopardy the health and safety of bargaining unit employees.
6. The City agrees to implement a "take home" police vehicle policy. The City agrees to allow sworn police officers covered by this Agreement to utilize their police vehicles as

transportation to and from work from their primary residence. It is expressly understood and agreed that said vehicles shall be utilized only for such transportation to and from work and that any violation of this policy will immediately and irrevocably result in the termination of the particular officer's privilege to utilize vehicle for such transportation. It is further understood and agreed by the parties that the City may evaluate the "take home" police vehicle policy every six (6) months. The City may, in its sole discretion, terminate said policy. It is also understood and agreed by the parties that any such decision by the City to extend or terminate the aforesaid policy shall not be subject to the grievance/arbitration procedure contained in this Agreement. Guidelines regarding administration of the "take home" police vehicle policy will be promulgated by the City and discussed with a representative of the IUPA thirty (30) days before implementation.

7. Department personnel who will be on any type of leave for more than five (5) working days must leave their respective assigned vehicle at the Police Station or work headquarters. The individual is to give the car keys to his/her immediate supervisor. Specialty vehicles, motors, K-9, Detective Bureau, VIN, will also be left at the station or work headquarters, and the keys will be turned in to their respective supervisor.
8. Officers assigned a Take Home City Vehicle will be charged as follows:
  - (a) Employees who reside within 20 miles of the City of North Miami Beach or who are K-9 officers using City cars to transport dogs will not be charged a use fee.
  - (b) Employees who are provided a take-home vehicle who reside between 20 and 40 miles from the City of North Miami Beach will be charged a use fee of fifteen (\$15.00) dollars per week.



- (c) Employees who are provided a take-home vehicle who reside more than 40 miles from the City of North Miami Beach will be charged a use fee of twenty (\$25.00) dollars per week.
- (d) Distances shall be determined by using Google maps to get the distance from the primary residence to the border of the City.



## ARTICLE 15: SAFE AND SANITARY CONDITIONS

1. The City shall do all in its power to the end that all work areas are maintained in a clean and sanitary condition on a daily basis and sufficient lavatory facilities will be provided for member employees at all times.
2. Many of the police officer's varied duties and investigations require that a substantial number of his/her working hours must be spent in the police station; therefore, the City will insure that adequate working space will be made available.



## ARTICLE 16: PROMOTIONS

1. Vacancies will be filled from an existing eligibility list subject to a rule of three. Rule of three means that where there is one vacancy, the vacancy will be filled by any one of the three individuals on the eligibility list. If more than one vacancy exists, there shall be an additional person considered for each existing vacancy (e.g. two vacancies: three highest ranked people on the list plus the next highest ranked person making a total of four eligible candidates). The Police Chief may in his/her sole and exclusive discretion promote any person that is eligible under the above defined rule.
2. The City will take all steps to assure that promotional examinations are properly validated according to acceptable validation techniques.
3. The City will announce promotional examinations at least ninety (90) days in advance. They will also list the areas which the examination will cover, the primary sources from which the examination is drawn, and all such reference material will be made reasonably available to the eligible candidates, at the Department Library.
4. Employees receiving an overall passing grade on a promotional examination shall have seniority points for continuous City service based on time in grade added to their overall passing grade as follows: one-half (1/2) point per year above what is necessary to qualify for the exam with no maximum.

## ARTICLE 17: TRAINING

1. The City will guarantee that each sworn police officer will receive at least forty (40) hours of in-service training yearly.
2. Officers promoted to the next highest rank will receive appropriate training from accredited instructors during the probationary period. Insofar as possible, the training must be accomplished during the probationary period. Training will be provided yearly and will meet Florida Department of Law Enforcement (FDLE) standards.
3. Training will be scheduled, where practicable, during normal duty hours. In accordance with current practice, shifts and days off may be changed to accommodate training.
4. Training days are usually scheduled for eight (8) hours, but may be scheduled for longer within the City's discretion. Break times and lunch time of approximately one hour shall not be considered as time worked on training days.



## ARTICLE 18: HOLIDAYS

1. The City recognizes the following as paid holidays for employee members:

New Year's Day

Martin Luther King's Birthday

President's Birthday

Memorial Day

Independence Day (July 4th)

Labor Day

Columbus Day

Veteran's Day

Thanksgiving Day

Christmas Day

Employee's Birthday

Two (2) Floating Holidays

2. All officers shall receive an additional eight (8) hours or ten (10) hours pay at straight time (depending upon their regularly assigned shift) for any legal holidays whether on duty or not for that day. (For example, an officer will receive eight (8) hours of pay if his or her regularly assigned shift is an eight (8) hour shift. and will receive ten (10) hours of pay if his or her regularly assigned shift is a ten (10) hour shift.) Officers shall not receive any other additional compensation, other than that provided herein, if a duty day coincides with a holiday.

3. The employee's birthday holiday shall be used as follows:

- Employees will accrue eight (8) or ten (10) hours depending on the employee's regular schedule.
- Employees must complete 60 days of employment prior to utilization of birthday holiday.
- Employees whose birthday falls within the first 60 days of employment will be allowed the birthday holiday after 60 days of employment.
- Employees who are hired after their birthday will not be eligible for a birthday holiday in their first calendar year of employment.
- If an Employee begins employment in November or December, the birthday holiday will not be granted for the first calendar year of employment.
- Birthday holiday may be taken in hourly increments if all other requirements are met and subject to departmental approval.

4. The Floating Holidays shall be given and utilized as follows:

- Employees will accrue two (2) days at either eight (8) or ten (10) hours depending on the employee's regular schedule at the time the Floating Holidays are earned.
- Employees hired prior to June 30, will accrue either sixteen (16) or twenty (20) hours (depending on the employee's schedule when the holidays are given) for the first calendar year. Eight (8) or ten (10) hours may be used (depending on the employee's schedule) during the first six months of employment. The other eight (8) or ten (10) hours should be used within the remaining calendar year ending on December 31. However, if approved by the department head, the second eight (8) or ten (10) hours may also be used within the first six (6) months of employment.

- Employees hired after July 1 and prior to November 1 will accrue eight (8) or ten (10) hours (depending on the employee's schedule) during the first calendar year of employment. These hours may be taken at the discretion of the department head.
- Employees who are hired on or after November 1 will not be eligible for any floating holiday hours for the first calendar year of employment.
- Employees may use hourly increments of their annual floating holidays for any purpose, provided it is requested and approved in advance and it does not disrupt the function of the department or division.
- Floating holidays must be used within the calendar year, January 1 through December 31. Leave will be forfeited if not utilized.



## ARTICLE 19: HOURS & OVERTIME COMPENSATION

1. Forty (40) hours shall constitute a normal workweek for an employee covered by this Agreement. Nothing herein shall guarantee any employee payment for a forty (40) hour workweek. Overtime compensation will not be paid, unless the normal workweek is actually worked in full or substituted by annual leave. Overtime shall be compensated at the rate of time and one-half the employee's straight time rate of pay. It is understood and agreed that paid absences for sick leave, military leave, compensatory leave, holiday leave, birthday leave, and disability leave shall not be included as part of the normal workweek for purposes of computing eligibility for overtime payment, but paid absences for annual leave will be included as part of the normal workweek for purposes of computing eligibility for overtime payment.
2. The City agrees to continue an experimental four (4) day, ten (10) hour work schedule for sworn police officers assigned to the A Shift, B Shift and C Shift of the Uniformed Road Patrol and to implement an experimental four (4) day, ten (10) hour work schedule for Motors and Traffic. This experimental work schedule shall not apply to those sworn officers assigned to the Detective Division, Street Crime Unit, Tactical Unit, VIN Unit, administrative duties, and/or any other bargaining unit personnel other than those assigned to the A Shift, B Shift and C Shift of the Uniformed Road Patrol, Motors, Traffic, Communications, or Police Communications Officers. It is agreed that the City will maintain the experimental four (4) day, ten (10) hour work schedule for those officers assigned to A Shift, B Shift and C Shift of the Uniformed Road Patrol, Motors, and Traffic for a minimum of two (2) shifts bidding periods (eight (8) months). The



experimental four (4) day, ten (10) hour work schedule may be modified by the City, in its sole discretion, at any time, including the aforesaid eight (8) month period. Further, the City may terminate the experimental four (4) day, ten (10) hour work day schedule at any time after the aforesaid initial eight (8) month period. During implementation of the experimental four (4) day, ten (10) hour work schedule, sworn officers assigned to A Shift, B Shift and C Shift of the Uniformed Road Patrol, Motors, and Traffic and Communications shall receive three (3) consecutive days off. Sworn officers assigned to the TAC unit and to the Street Crime Unit shall be assigned days off at the discretion of the Chief or his designee. It is also understood and agreed by the parties that such decision by the City to modify or terminate the aforesaid four (4) day, ten (10) hour work schedule shall not be subject to the grievance/arbitration procedure contained in this Agreement, Civil Service Board procedures, unfair labor practice proceedings or state and/or federal court proceedings. IUPA and employees covered under this Agreement expressly waive any right to pursue any complaint regarding the modification or termination of the aforesaid four (4) day, ten (10) hour work schedule through the aforesaid forums or any other forum. Sworn officers assigned to the Detective Division, Street Crime Unit, Tactical Unit, VIN Unit, administrative duties, and/or any other bargaining unit personnel other than those assigned to A Shift, B Shift and C Shift of the Uniformed Road Patrol, Motors, Traffic, Communications, or Police Communications Officers shall work a five (5) day, eight (8) hour work schedule.

3. Whenever a shift change occurs, no member shall be forced to work a continuous shift. Members rotating from the evening or midnight shifts will be entitled to at least one (1) shift off-duty before returning to work.

4. In the event the City elects to modify or terminate the experimental four (4) days, ten (10) hour work schedule, pursuant to paragraph 2 of this Article, the City agrees to give IUPA at least thirty (30) days advance notice of the change. Additionally, bargaining unit members will be allowed to bid for their shift as provided for in Article 12. This paragraph shall not apply to changes in the workweek schedule of individual employees where such changes involve the reassignment of an individual employee.
5. The City may, in its sole discretion, make compensatory time available, on a week-to-week basis. Should the City make compensatory time available, and an employee elects to receive compensatory time, the employee shall receive such compensatory time at the rate of time and one-half the employee's base salary. Compensatory time may be accrued to a maximum of one hundred (100) hours. The City may, in its sole discretion, cash out accrued compensatory time and/or require employees to use compensatory time at any time.
6. When an employee member is called in to work or court at a time outside his/her normal working hours, he/she shall receive a minimum of four (4) hours pay at the rate of time and one-half the officer's regular straight time rate, or at the officer's discretion, a minimum of four (4) hours in compensatory leave (at the rate of time and one-half), except that an employee ordered to report to duty or court one (1) hour or less before or after his/her normal working hours shall not be entitled to four (4) hours of minimum pay but will be paid a one (1) hour minimum. If the officer is required to hold over for any reason, it will be considered an extension of the shift, entitling him/her to be paid for the time actually worked. However, an employee who has not worked a forty (40) hour



work week will be compensated for his/her call out or court time at the officer's regular straight time rate.

7. When employees are off-duty and/or on call and they receive a work related telephone call, they will be compensated for the duration of the call. The employee must keep a record of the person, reason and the duration of the call. This record must be turned in within the pay period.
8. When employees are required to return to work for corrective or disciplinary action, they shall be entitled to overtime compensation.
9. Any member employee required to work beyond his/her normal duty hours during riot, hurricane, or other emergency conditions will be paid at the rate of one and one-half times the base rate of pay. An officer will normally be given adequate advance notice of any change in his/her regular hours of work, except where an emergency exists.
10. Bargaining unit employees required by the City or any of its authorized representatives to appear on their off duty time before a City-designated Board or City designated Committee assigned to inquire into accidents will be paid at the rate of one and one-half times their base rate of pay. However, an employee who has not worked a forty (40) hour workweek shall be compensated at the regular straight time rate until the forty (40) hours has accrued.
11. Since the City recognizes that the daily witness fee authorized by Florida State Statutes is to reimburse the witness for travel expenses, all bargaining unit employees shall retain witness fees, in addition to their overtime compensation for attending Court, the State Attorney's office or the Grand Jury. All such employees who attend Court, the State



Attorney's Office, the Grand Jury, or other official functions on duty time and in a City vehicle will turn any and all witness fees over to the City.

12. It is understood and agreed that assignments of all hours, in addition to an employee's normal duty hours, shall be at the City's discretion and shall be mandatory.
13. The Chief will consider seniority in the assignment of days off. However, seniority will not be controlling in such assignments.
14. The City will pay the applicable overtime rate whenever it uses City police officers for off-duty traffic control at highway sites as requested by the City's Public Utilities Department.

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## ARTICLE 20: COMPENSATION

1. Because of the changing requirements of the police officer's job, salaries of Police Officers and sergeants, should be based solely on considerations peculiar to, and relevant to, the duties and responsibilities assumed by police officers insofar as is fiscally possible.
2. The City recognizes that, in order to recruit and retain high caliber personnel now required by the police service, bargaining unit salaries should be competitive with other departments which provide police service in this area insofar as is fiscally possible.
3. When an employee of a lower classification is assigned to perform the duties of an employee of a higher classification, or those of a Department Head, due to the temporary absence of an employee, or due to a position in a higher classification being vacant (a temporary absence shall be a period exceeding one (1) week), the employee so assigned shall receive a salary differential of five percent (5%) of base pay per week while acting in this capacity. Such assignment shall be upon the recommendation of the Department Head and the approval of the City Manager or his/her designee.
4. Special assignment allowances, effective October 1, 1985, shall be provided to bargaining unit employees and are described below. However, it is agreed and understood that under no circumstances shall an employee be entitled to more than two (2) of the special assignment allowances. In the event the Chief of Police creates any additional assignments requiring specialized skills and training, he/she may recommend to the City Manager that such assignment receive a special assignment allowance. The decision to grant or not to grant a special assignment allowance for any new assignment,

as well as the amount of such allowance (if granted), shall be within the sole discretion of the City Manager.

Detectives	\$25.00/week
Field Training Officer	\$20.00/week
CTO	\$20.00/week
Dive Team Member	\$10.00/week
K-9 Team Member	\$10.00/week
SRT	\$10.00/week
Street Crimes Unit	\$20.00/week
Motor Unit	\$10.00/week
Honor Guard	\$10.00/week
THI	\$10.00/week
Crisis Negotiator	\$10.00/week

5. Officers accepting off-duty employment shall be paid in accordance with the provisions of Resolution R73-18, as amended, which shall be further amended to provide that as of October 1, 2005, the off-duty rate charged to entities wishing this service shall be \$35.50 per hour with the officers receiving \$30.00 and the City retaining \$5.50. All officers shall have equal opportunity to work off-duty jobs, in accordance with established written policy of the Chief of Police. Officers who have performed off-duty jobs shall be compensated by the City at the end of the second pay period following the date of said assignment. The City agrees to require employers hiring an employee for off-duty assignments to compensate said employee for minimum of four (4) hours. In cases where four or more officers are requested to work an off-duty detail, the supervisor working in a



supervisory capacity on the off-duty detail will receive an extra dollar per hour that will be paid by the off-duty employer. Additionally, in cases where off-duty employers are willing to pay a higher off-duty rate than \$35.50 per hour because the off-duty assignment cannot be filled at the rate of \$35.50 per hour, the City will retain \$5.50 per hour plus an additional ten percent (10%) of the hourly rate which is above \$30.00 per hour. However, officers are prohibited from individually or as a group soliciting a higher off-duty rate. Only the City Manager or his designee may negotiate a higher off-duty rate than that established by this Agreement.

The City reserves the City's sole discretion to continue administering off-duty assignments. If the City discontinues administering off-duty assignments, then it is within the officer's discretion to continue to work off-duty assignments provided that the City's policies and standard operating procedures are met.

The effective date of October 1, 2005, for the rates and minimum number of hours set forth herein will not apply to off-duty jobs associated with the Eastern Shores Guard Gate. Instead, the rates will remain at \$35.50 per hour (officers to receive \$30.00; City to receive \$5.50). The City will propose the rates and minimum hours set forth in the preceding paragraph to Miami-Dade County for the Eastern Shores Guard Gate and, if accepted through the County's approval/voting process, such rates will become effective. If not accepted, then it is understood that the County may not contract with the City.

6. Any officer who may be injured while on an assigned off-duty law enforcement assignment, shall be entitled to the same rights, privileges and benefits as if he/she were injured while performing for the City.
7. At its discretion, the City shall have the option of paying members on a weekly or bi-weekly basis while maintaining the existing 40 hours per week pay period.
8. Sworn Officers assigned to the Detective Division, Street Crimes Unit, Tactical Unit, VIN Unit, administrative duties, and/or any other bargaining unit personnel other than those assigned to the A Shift, B Shift and C Shift of the Uniformed Road Patrol, Motors, Traffic, Communications, or Police Communications Officers will receive an annual bonus of \$1,000. This bonus will be paid in equal installments each pay day as long as the member is assigned to the Detective Division, Street Crimes Unit, Tactical Unit, VIN Unit, administrative duties, and/or any other assignment other than the A Shift, B Shift and C Shift of the Uniformed Road Patrol, Motors Traffic, Communications, or Police Communications Officers. If the City exercises its option of discontinuing the experimental four (4) day, ten (10) hour work schedule the bonus will be discontinued and the wage adjustment provisions contained in Article 35 shall apply.
9. Sworn Police Officers whose permanent regular work is assigned to the "B" shift will receive ten dollars (\$10.00) additional compensation above their regular pay per week. Sworn Police Officers whose permanent regular work is assigned to the "C" shift will receive fifteen dollars (15.00) additional compensation above their regular pay per week.

It is understood and agreed that the shift differential applies as follows:

- Shift differential applies to only "B" and "C" shifts.
- Shift differential will be granted only if the majority of an officers worked hours are on shift "B" or "C."



- If an officer has been temporarily assigned to the “B” or “C” shift, and the majority of his/her hours worked are “B’ or “C” shift, he/she would be entitled to the shift differential.

Shift differential does not apply to time not worked (i.e. leave of absence or unpaid leave).

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## ARTICLE 21: GROUP INSURANCE

1. Health: The City shall provide group health insurance for its regular full-time employees covered by this Agreement, subject to the following conditions:

(a) The City agrees to pay the following for each bargaining unit member for health insurance:

(i) Up to eighty (80%) percent of the HMO Couple premium for each employee in the unit and then fifty (50%) of any additional premium for any Couple or Family coverage elected by the employee.

(ii) The terms set forth in subparagraph (i) above is the maximum allowed benefit provided by the City that is available to be used towards the cost of health insurance premiums. Nothing in this provision is intended to provide any "windfall" to any bargaining unit member should the cost of the health insurance package selected by the employee cost less than the benefit offered by the City herein.

(b) It is agreed that the City may establish, change, supplement and implement the City Health Insurance program, including but not limited to changes in benefits and all costs related thereto. The only exception to the foregoing sentence is that if the City exercises its right to implement any such changes, it will provide reasonable notice and discuss with the Union the explanation of changes and reasons thereof.

(c) The company selected shall be at the option of the City.

(d) Both parties agree and understand that changes may occur with the nation's health care laws. The City and/or IUPA reserve the right to renegotiate this article.

2. Life: The City shall provide a term life insurance policy for each regular full-time employee at no cost to the employee equal to the next \$1,000.00 over his/her annual base salary.

3. Disability: The City shall provide a weekly disability insurance program for each regular full-time employee at no cost to the employee. Benefits provided shall be within the sole discretion of the City.



## ARTICLE 22: LEAVE

1. ANNUAL LEAVE: All full-time employees will earn ninety-six (96) hours of Annual Leave each year, at the rate of eight (8) hours per calendar month. Leave may be utilized for vacation or personal purposes by the employee, after it has been earned; an employee may not draw upon future leave to be earned. All use of Annual Leave, other than in a bona fide emergency situation, must be requested and approved by the employee's Department Head in advance of use. Prepayment of salary for vacation purposes will be made, provided there is sufficient leave accrued to cover the entire vacation period, if it is approved by the Department Head, and is submitted to the Personnel Department not less than three (3) weeks in advance of the date requested for the advance payment, bona fide emergency situations excepted. Probationary employees will earn leave at the rates indicated above; however, during the first six (6) months of employment they may not utilize any accrued annual leave. Further, in the event of termination prior to receiving regular status, all leave so earned is forfeited.
2. LONGEVITY LEAVE: Employees will continue to receive annual longevity leave only in the amount of hours that they receive upon the date of ratification of this Agreement. No additional longevity leave will be received by any employee. Leave will be added on the employee's anniversary date.
3. CARRYOVER OF ANNUAL LEAVE: All employees may accumulate up to 320 hours but will not be allowed to add further to it; it may be utilized under normal leave procedures. (Note: If leave is denied by department, waiver of limits of time is allowed). Once an employee accumulates 320 hours, he/she must use all annual leave in the year that it is earned. Employees will not be allowed to cash in any unused annual leave.

4. REPORTING OF LEAVE: Each employee will receive an annual balance sheet, indicating leave earned, leave used, and any balance left. The employee will also be required to execute and sign the proper form for any leave requested and will be given a copy of that completed form, after the leave is used and has been posted to his/her account. If an employee contends that an error has been made in reporting leave, the employee may request a review of the account in the Personnel Office within thirty (30) calendar days of receipt of the completed form. No changes or corrections will be made after that period.
5. SCHEDULING OF LEAVE: Annual leave (including longevity leave) will be scheduled in accordance with the desires of the employee the department's leave policy as outlined in Procedural Directive #27-89 to the foregoing:
  - (a) Leave must have been earned prior to the date of utilization;
  - (b) The needs of the department must be met;
  - (c) Subject to Procedural Directive #27-89, departmental seniority between employees within the same rank will be the determinant factor in choice of leave dates between unit employees. An employee's scheduled leave cannot be "bumped" within 14 calendar days of the beginning of the scheduled leave date.
6. SICK LEAVE: All full-time employees will earn ninety six (96) hours of sick leave each year at the rate of eight (8) hours per calendar month. Leave may be utilized for the following purposes only:
  - (a) For personal illness, verification of illness may be required by the Chief of Police for any illness absence. Written verification of illness by a certified physician will be required for any illness absence of three (3) or more consecutive days;

- (b) For personal visits to a physician or dentist that cannot otherwise be arranged during off-duty hours;
- (c) For bereavement reasons, due to a death in the employee's immediate family — immediate family is defined as parent (by blood or legal adoption), spouse, child (by blood or legal adoption), brother or sister;
- (d) For any reason covered under the Federal Family & Medical Leave Act and the corresponding Dade County Ordinance. All leave used will be charged on an hour-for-hour basis.

7. SICK LEAVE ACCUMULATION & CONVERSION: All unused Sick Leave shall be accumulated in a "Sick Leave bank" to be maintained in the Personnel Office. There will be a conversion of a portion of the first six (6) days of unused Sick Leave to Annual Leave at the employee's option. In the event an employee is separated from the Civil Service for any reason, the employee shall receive payment for sick leave as indicated below and at the rate of pay upon separation:

Date of hire to 2 1/2 years of service	0%
2 1/2 years to 10 years of service	25%
10 years to 15 years of service	50%
15 years to 20 years of service	75%
Over 20 years of service & Retirement	100%

Definition: Over 20 years of service and retirement indicates that an employee actually worked for the City for 20 years. The years of service in this provision does not include the purchase of credited service.

Probationary employees will earn leave at the rates indicated above; however, during the first six (6) months of employment they may not utilize any accrued sick leave. Further,

in the event of termination prior to receiving regular status, all leave so earned is forfeited. After the ratification of this agreement, employees will be permitted to accumulate up to a cap of 600 hours. Sick leave accumulation will cap at the hours set forth in the preceding sentence, except that current employees with an excess of the cap will not forfeit that additional time and will be permitted to accumulate sick leave beyond that present cap but such additional sick leave shall have no cash value. If any employee accumulates hours above the cap set forth above, that employee, upon separation from employment, will only be eligible for payment based upon the maximum cap set forth herein. Further, if an employee has already accumulated hours above the cap set forth herein and that employee falls below their present amount, the number of hours in that employee's sick leave bank will become the new cap until such time as the employee's sick leave accumulation is reduced to the cap set forth herein. Any amount of sick leave accumulated above the maximum cap set forth above shall have no cash value. The cap will be re-calculated during January of each year.

8. SICK LEAVE DONATION: All aspects of Sick Leave Donation shall be governed by the Department's Procedural Directive 27-89.
9. OFFICIAL LEAVE: Full-time employees will be granted Official Leave (time off with pay) for the purposes of jury duty service and to attend official or educational meetings, as directed by the City only. Such time off will not be charged against the employee's Annual or Sick leave accounts. Jury fees may be retained by the employee.
10. MILITARY LEAVE: Employees enrolled in the National Guard or Reserves and required to undergo military training, will be permitted up to seventeen (17) days of leave, with pay, each calendar year. The employees may, at their option, utilize their



Annual leave for this purpose. All payments received from the military for such service may be retained by the employee. Proof of such service, in the form of a copy of military orders, shall be attached to the employee's request for the leave.

11. **DISABILITY LEAVE:** In the event a full-time regular employee suffers an injury arising out of the course of his/her employment, the employee shall be entitled to receive disability leave subject to the following conditions:

- (a) The injury must be attributable to the employee's occupation in the City and be considered as such under the rules and regulations of the Workers' Compensation Statute of Florida.
- (b) Leave will be provided with full pay, less any payments made by the Workers' Compensation, up to 30 days from the date of injury;
- (c) Extension of Disability Leave beyond 30 days may be made by the City Manager, based upon recommendation of the Chief of Police; if such recommendation is made, Disability Leave may be extended up to one (1) year from the date of injury;
- (d) An employee receiving disability leave under the provisions of subparagraphs 11(b) and (c), above, shall continue to accrue annual leave and sick leave. However, once an employee is no longer receiving Disability leave under the provisions of subparagraphs 11(b) and (c), above, the employee will no longer accrue annual leave or sick leave;
- (e) If the employee has not recovered sufficiently to return to work at the end of the one (1) year period described above, he/she may be allowed leave without pay up to one (1) additional year for such recovery, if recovery cannot be accomplished within that time, enabling the employee to return to some form of duty, if otherwise



eligible, the employee may be retired under the Disability provisions of the Pension program;

- (f) If the injury was caused by the gross negligence of the employee, or is intentionally self-inflicted, no disability leave of any kind will be granted; a determination of such gross negligence may be made by the City Manager, based upon the recommendation of the immediate supervisor, the Department Head and the Personnel Director. Such ruling of gross negligence shall be appealable, pursuant to the established grievance procedure in this Contract.

12. LEAVE WITHOUT PAY:

- (a) A regular employee normally may be granted Leave of Absence without pay for a period not to exceed six (6) months, provided it is requested and approved in advance by the Department Head, Personnel Director, and the Civil Service Board. Extensions for up to an additional six (6) months may be made, subject to these same prior approvals. Under no circumstances will a Leave of Absence without pay exceed one (1) year, except where as provided by federal law for Military Service.
- (b) Leave without pay, up to two (2) weeks may be granted by the Department Head.
- (c) For the purpose of use of sick leave (Article 22, paragraph 6); annual leave Article 22, Paragraph 1); weekly Disability Insurance (Article 21, Paragraph 3); and leave without pay (Article 22, Paragraph 11(a)), absences for maternity purposes shall be treated the same as any other absence entitling the employee to the above benefits.

- (d) Leave of absence may be granted to a regular employee to enable him/her to take an appointment in the exempt service. Leave may be granted for sickness or disability (in accordance with the Federal FMLA and Dade County Ordinance), to engage in a course of study, or other good and sufficient reasons which are considered to be in the best interests of the City of North Miami Beach service.

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## ARTICLE 23: EDUCATION ASSISTANCE

The City, in its efforts to encourage its police communications officers, police officers and sergeants to seek to acquire a greater knowledge of the more complex areas of the social system today, agrees:

1. To assist with the cost of tuition for specialized educational courses to better equip the officers for the performance of the particular job and/or position in which they are employed. Maximum limitation on reimbursement shall be \$2,000 for undergraduate studies and \$4,000 for graduate studies per fiscal year.
2. The eligibility requirements for education assistance are as follows:
  - (a) Must be a full time employee;
  - (b) Must have completed one (1) year of service;
  - (c) Must be an employee when course is completed;
  - (d) The course must be approved by the employee's department head prior to the employee registering for the course;
  - (e) The course, whether undergraduate or graduate level, must be job-related or degree-related.
3. Every application shall be subject to the prior approval of the City Manager or designee. The decision of the City Manager/designee shall be final in all respects.
4. Reimbursement will be made at the conclusion of a successfully completed course, pursuant to the following schedules, and up to the maximum limitation listed in paragraph 1.
  - "A" grade -- 100% of the tuition and book costs
  - "B" grade -- 75% of the tuition and book costs

- “C” grade -- 50% of the tuition and book costs
- Grades lower than a “C” – no reimbursement
- PASS -- The City will reimburse 100% of the tuition and book costs
- FAIL -- The City will reimburse 0% of the tuition and book costs

Requests for reimbursement must be submitted to Human Resources no later than ninety (90) days after completion of the eligible educational course. Requests must be accompanied by paid receipt for tuition and books, and a copy of the grade report.

5. Tuition and book costs will be recovered by the City should an employee separate from the City within one (1) year of reimbursement of the course(s) paid for by the City. Employees will be required to execute an agreement stating that the City may recover tuition and book costs should the employee leave the employ of the City within one (1) year of reimbursement of the course(s) paid for by the City.

## ARTICLE 24: LAYOFF AND RECALL

1. Layoff is defined as the separation of an employee for any reason other than disciplinary reasons. The City agrees to provide the Employee Organization with a list of the names of the employees being laid off and such notice shall be sent at the time it is issued to the employees so affected.
2. Employees to be laid off shall be notified as soon as possible after the decision for layoff has been made. The City agrees to give such employees two (2) weeks' notice or two weeks' pay, in lieu of notice.
3. Whenever it becomes necessary to reduce the number of employees in a given Civil Service class, for any of the foregoing reasons, seniority within that particular classification shall govern the order of layoffs. An employee in a higher classification including Lieutenants, Captains and Majors may "bump" to a lower classification in which he/she held regular rank. Seniority will then be counted from the original date of rank of the lower classification.
4. Employees who have been laid off shall be re-employed, by classification, in the reverse order to which they were laid off, provided not more than eighteen (18) months has elapsed from the date of layoff. Within that eighteen (18) month period, any employee who is re-employed shall have restored any job benefits forfeited at the time of layoff. After more than eighteen (18) months from the date of the layoff, any employee that is rehired shall be considered the same as a new employee.
5. When a probationary employee is laid off for economic reasons, he/she will be paid for accrued Annual Leave to date of the layoff.



## ARTICLE 25: UNIFORMS, SUPPLIES & EQUIPMENT

1. The City agrees to furnish the following uniform issue to each bargaining unit employee:

Three (3) pairs of trousers;

Two (2) pairs of shorts;

One (1) long sleeved shirt;

Five (5) short sleeved shirts;

One (1) thermal jacket;

One (1) hat with shield;

One (1) badge;

One (1) name tag;

One (1) Traffic Vest

One (1) set of leather equipment, to include: belt; handcuffs and case; pistol holster;

One (1) semi-automatic pistol and ammunition for up to three (3) reloads:

One (1) set of rain gear; flashlight batteries, as needed; other uniform equipment as required by the City.

Sworn Officers and police communications officers will receive a uniform chit (voucher) of up to \$50.00 for shoes per fiscal year.

2. The City agrees to replenish all of the above as they become torn, worn or unserviceable due to normal wear and tear. Any officer who damages, destroys, or loses any of this equipment due to his/her own gross negligence, shall replace the article at his/her own expense.



3. Uniform officers shall receive a cleaning allowance of \$500 annually. Sworn police officers, who are required to wear non-issue clothing in the course of their job shall receive a clothing allotment of \$700 per year, payments to be made at the end of the year earned.
4. The City will provide all police personnel with Concealable Bullet Resistant vest, or one of equivalent quality, selection to be made in consultation with the Labor Management Committee. Such vests, when issued, will be worn by all officers in uniform while on duty and during off-duty assignments; non-uniformed personnel shall use their discretion or as directed by their immediate supervisor. Any officer not wearing the vest when so required will be subject to appropriate discipline. Uniformed personnel assigned to duty in Police Headquarters shall or shall not be required to wear these vests, at the discretion of the Chief of Police.

## ARTICLE 26: PROTECTION AND INSURANCE

1. The City will undertake the defense of any employee covered by this Agreement against civil damage suits, and will file counter-suits arising out of lawful actions in the line of duty, if deemed appropriate by the City.
2. The City will indemnify all member employees against any judgments levied against them, as a result of their lawful actions while acting in the scope of their employment; i.e., in the line of duty.
3. The City will provide life insurance to pay to the immediate family of a law enforcement officer killed in the line of duty in the sum of \$100,000.00. The City will provide life insurance to pay to the immediate family of a police communications officer killed in the line of duty in the sum of \$25,000.00.



## ARTICLE 27: AWARDS

The City will provide a formal system of awards for various degrees of service from saving life to awards for courtesy. These awards will be in the form of medals, campaign ribbons, letter of commendation; the form of the award to be determined by the City.

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## ARTICLE 28: SAVINGS CLAUSE

1. Unless specifically provided for, or abridged by this Agreement, all benefits currently in effect shall remain in effect.
2. SAFETY AWARDS: The parties recognize the need for flexibility in the administration of the safety program. Accordingly, where modification of the safety program is necessary, the City agrees to give the Union notice of any intended modification and to meet and confer with the Union prior to implementation of such modification.

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## ARTICLE 29: GRIEVANCE & 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 and that such procedure shall cover grievances involving the application or interpretation of this Agreement.
2. Every effort will be made by the parties to settle any grievances 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.
3. Grievances shall be presented in the following manner:

**STEP 1:** The employee shall first take up the grievance with his/her immediate supervisor/Captain within seven (7) days of the time when the employee knew or should have known of the occurrence of the event(s) which gave rise to the grievance. This first step (between the employee and immediate supervisor) shall be on an informal and oral basis and shall not involve the Employee Organization or any other representative of the employee.

**STEP 2:** Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the employee and shall next be taken up with the Division Major. Such grievance shall be presented to the Division Major in writing, within seven (7) days of the deadline date for completion of Step 1. The Division Commander shall, within seven (7) days after the presentation of the grievance (or such longer period of time as is mutually agreed upon), render his/her decision on the grievance in writing.

**STEP 3:** Any grievance which cannot be satisfactorily settled with the Division Commander shall next be taken up with the Chief of Police or his/her designee, either through a representative of the Employee Organization and the employee, or by the employee personally at the employee's option. The grievance as specified in writing in Step 2 shall be discussed by and between the employee (or the representative of the Employee Organization and the employee) and the Chief of Police, or his/her designee, within seven (7) days after the completion of Step 2. The Chief of Police, or his

designee, shall within seven (7) days after this discussion (or such longer period of time as is mutually agreed upon), render his decision in writing, with a copy to the Employee Organization.

**STEP 4:** In the event the employee is not satisfied with the disposition of the grievance in Step 3, he/she shall have the right to appeal the Chief of Police's decision to the City Manager or designee within seven (7) days of the date of issuance of the Chief of Police's 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 Employee Organization, requesting that the Chief of Police's decision be modified. The City Manager shall, within ten (10) days of the appeal (or such longer period of time as is mutually agreed upon) render a decision in writing with a copy to the Employee Organization.

4. Where 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 directly between the Employee Organization and the Department or the City, such grievance shall be presented directly to the Chief of Police within ten (10) days of the occurrence of the event(s) which gave rise to the grievance. The grievance shall be signed by the aggrieved employees or the President or the representative of the Employee Organization. Thereafter, the grievance shall be processed in accordance with the procedures set forth in Step 3 and Step 4.
5. In the event a grievance processed through the grievance procedure has not been resolved at Step 4 above, either party may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager, or designee, renders a written decision on the grievance. The arbitrator may be an impartial person mutually agreed upon by and between the parties. However, in the event the parties are unable to agree upon said impartial arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternation fashion, thus leaving the seventh (7th), which will give a neutral or impartial arbitrator.



6. The City and the employee (or the Employee Organization) shall mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator, thereafter, shall confine his/her decision to the particular grievance thus specified. In the event the parties shall fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing this Agreement, except to the extent as specifically provided herein.
7. Consistent with the provision of the Florida Public Employees Relations Act, Chapter 447, et seq., it is mutually acknowledged and agreed that this collective bargaining agreement shall be administered within the amounts appropriated by the City Council for funding of the collective bargaining agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this collective bargaining agreement to result in, obligate, or cause the City to have or bear any expense, debt, cost, or liability which would result, directly or indirectly, in the City exceeding the amounts initially appropriated and approved by the City Council for the funding of this collective bargaining agreement as



agreed upon by the parties. Any such award which contravenes or is not in compliance with the provision of this paragraph shall be null and void.

8. 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 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 said cost.
9. The parties shall make their choices of the impartial arbitrator within five (5) days after receipt of the panel from the Federal Mediation and Conciliation Service. Copies of the arbitrator's award made in accordance with the jurisdiction and authority under this Agreement shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.
10. No part-time, limited term or temporary employee shall be entitled to utilize the grievance and arbitration procedures set forth in this collective bargaining agreement.

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### ARTICLE 30: RETIREMENT BENEFITS

1. Each bargaining unit employee who retires on length of service shall receive a one-grade promotion and his/her issued badge and identification card clearly marked "retired."
2. Employees who retire on medical disability may receive a one (1) grade promotion upon recommendation by the Department Awards Committee. A seat for an elected IUPA representative, with voting power, will be made available. Failure of said representative to attend any regularly scheduled meeting will not negatively affect the Committee's ability to render a decision.
3. Where appropriate, the City will aid the retiree to obtain a State of Florida Concealed Weapons permit.



## ARTICLE 31: PHYSICAL EXAMINATIONS

1. The City may evaluate employees to determine if they are fit for duty as permitted by applicable federal, state and local laws. Any employee found to be unable to perform the essential functions of his or her position, as those functions are determined by the City of North Miami Beach and the State of Florida, shall be given a reasonable time to meet those standards. The City will comply with all federal, state and local laws regarding reasonable accommodation.
2. Examinations and drug screens will be conducted by a doctor or medical facility chosen by the City.
3. Refusing to submit to a physical examination or a drug screen shall constitute insubordination and subject the employee to disciplinary action up to and including termination.
4. Failure on the part of the employee to submit to the fitness for duty examination or who is unable to perform the essential functions of the employee's position with or without reasonable accommodation shall result in:
  - a. The employee shall be retired, if he/she meets the requirements of the Retirement Plan; or
  - b. The City shall attempt to place the employee in another position elsewhere in the City, which position is open and for which the employee can perform the essential functions of with or without accommodation; or
  - c. The employee shall be terminated.



## ARTICLE 32: INJURY IN THE LINE OF DUTY

1. Employees injured in the line of duty shall receive Leave in accordance with the provisions as outlined in Article 22.
2. The City agrees that employees able to work while partially disabled because of an on-the-job injury will be assigned temporary light duty status within the department, the duties and schedule to be determined by the Chief of Police, with concurrence of the City-approved physician as to duty status.

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### ARTICLE 33: LABOR MANAGEMENT COMMITTEE

The City will form a Labor Management Committee, which will consist of three (3) members of the bargaining unit to be selected by IUPA and three (3) management representatives to be selected by the City Manager. The function of the committee shall be to meet regularly, as needed, to confer and recommend resolution of problems related to employee relations in the administration of the Agreement and also to explore ideas for improvement in systems, procedures and equipment and ideas for improvement in methods of personnel training, development, selection, promotions or reassignment. Time used for this purpose shall be considered as duty time and shall not be charged to regular leave time.



## ARTICLE 34: PROBATIONARY PERIOD

1. The standard probationary period for all new employees shall be one (1) year from the date of hire or graduation from the Academy, whichever is later, with a possible extension of the probationary period for an additional period of six (6) months at the discretion of the Chief of Police. Upon the expiration of the one (1) year time period, the Department Head shall do one of the following: recommend retention of the employee, at which time the employee shall be granted regular status; recommend extension of the probationary period for a period of six (6) months; or, in the event the Department Head shall fail to make a positive recommendation or extend the probationary period, the employee shall be separated from the Classified Service. Extension of the probationary period or separation from employment under this provision shall be final, with no rights of appeal under this Agreement. At the end of any extended probationary period, the Department Head shall either recommend retention of the employee, at which time the employee shall be granted regular status; or, in the event the Department Head shall fail to make a positive recommendation, the employee shall automatically be separated from the Classified Service; such separation shall be final, with no rights of appeal under this Agreement.
2. Any employee who is granted regular status at the end of the probationary period (or extended probationary period, if applicable), shall be entitled to advance to pay step B, and shall, thereafter, fall within all the provisions and coverages of this collective bargaining agreement.

*gpc*

3. In the event an employee receives a promotion from a lower to a higher position, that employee shall serve a probationary period of one (1) year from the date of promotion. Upon the expiration of this time period, the Department Head shall recommend retention of the employee in the position to which he/she was promoted; in the event the Department Head shall fail to make a positive recommendation, the employee shall automatically revert to the lower position from which he/she had been promoted; such reversion shall be final, with no rights of appeal under this Agreement.

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## ARTICLE 35: WAGE AND SALARY PROVISIONS

1. Employees covered by this Agreement will be subject to a wage freeze of any and all wage increases including, but not limited to, cost-of-living increases and step increases for the duration of this Agreement. Further, there will be no cost-of-living increases, step increases or wage increases of any kind after the expiration of this Agreement unless negotiated by the parties in the future.
2. The pay plans are included in the Addendum to this Agreement.

## ARTICLE 36: COMPLETE AGREEMENT AND WAIVER OF BARGAINING

1. It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior Agreements, memoranda of understanding and concluding all collective bargaining during its term.
2. The Employee Organization specifically waives the right to bargain during the term of this Agreement, with respect to any subject matter referred to or covered in this Agreement. In case of financial urgency requiring modification of the Agreement, IUPA may request that the Agreement be reopened for negotiations.
3. Should any part of this Agreement, or any portion therein contained, be rendered or declared illegal, legally invalid, or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part, or portion of this Agreement, shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet immediately and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts of provisions of this Agreement shall remain in full force and effect.
4. Any delays in the signing of this Agreement, after ratification by the City Council and the Employee Organization membership, shall not deter the implementation date, as it affects the distribution of the benefits and provisions by the Agreement.



## ARTICLE 37: DRUG AND ALCOHOL TESTING

1. The City and IUPA recognize that employee substance and alcohol abuse may have an adverse impact on City government, the Department's operations, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the Department shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The Department agrees that requiring employees to submit to testing of this nature except as required during any annual or biannual physical shall be limited to circumstances where two (2) supervisors of the employee have a reasonable belief that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the City's Personnel Rules, or Departmental Rules and Regulations regarding the use of such substances. It is also understood by the parties that the aforementioned authority to require an employee to submit to such testing must be also approved by the Chief, or his designee within the Department.
2. It is understood and agreed that the tests conducted under this Article shall be administered in a purely employment context only as part of the City's legitimate inquiry into the use of any controlled substance, narcotic drug, or alcohol by it employees.
3. All tests shall be conducted in medical laboratories using recognized technologies. In the event an employee's test results are positive, a second test of a different type shall be conducted with the same sample to verify the results. If the employee so requests, he/she shall be given a copy of the test results after the employer has received same. The results

of such tests shall be handled as part of an Internal Affairs investigation and are not to be made public unless required by law.

4. The results of such test may result in appropriate disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the City Code, the City Personnel Rules, and/or the Departmental Rules and Regulations.
5. The parties agree that any employee refusal to submit to toxicology or alcohol testing in accordance with the provisions of this Article may result in disciplinary action being taken against the employee up to and including dismissal, in accordance with the applicable provisions of the City Code, the City's Personnel Rules, and the Departmental Rules and Regulations

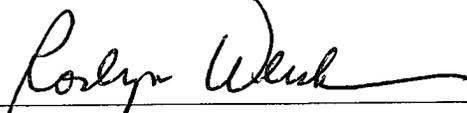
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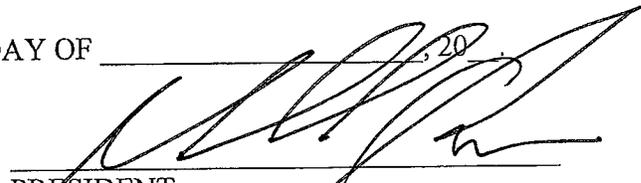
**ARTICLE 38: TERM OF AGREEMENT**

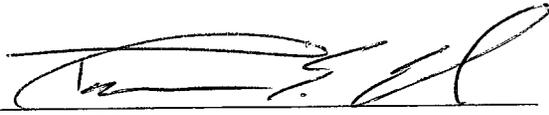
1. This Agreement shall become effective upon ratification by members of the bargaining unit and upon formal adoption by the City Council and execution by the parties.

2. This Agreement shall remain in full force and effect until September 30, 2011. On or after February 1, 2011, the City or IUPA may send written notification to the other party to begin negotiations for a successor agreement.

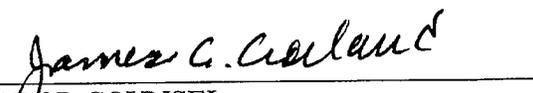
THIS AGREEMENT SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

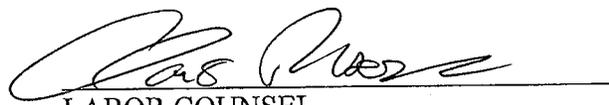
  
\_\_\_\_\_  
CITY MANAGER,  
CITY OF NORTH MIAMI BEACH

  
\_\_\_\_\_  
PRESIDENT,  
NORTH MIAMI BEACH POLICE  
OFFICERS' ASSOCIATION LOCAL  
6005, INC., FOR IUPA

  
\_\_\_\_\_  
CITY ATTORNEY,  
CITY OF NORTH MIAMI BEACH  
(Approved as to form only. Terms and  
Conditions Negotiated by Others)

  
\_\_\_\_\_  
SECRETARY  
NORTH MIAMI BEACH POLICE  
OFFICERS' ASSOCIATION LOCAL  
6005, INC, FOR IUPA.

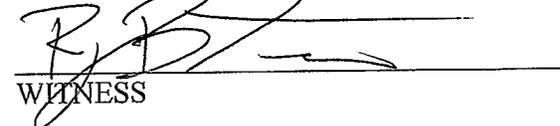
  
\_\_\_\_\_  
LABOR COUNSEL,  
CITY OF NORTH MIAMI BEACH  
(Approved as to Form)

  
\_\_\_\_\_  
LABOR COUNSEL,  
IUPA  
(Approved as to Form)

  
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WITNESS

  
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