NORTH MIAMI
FLORIDA
776 N.E. 125 Street, North Miami, Florida 33161

Council Report

To: The Honorable Mayor and City Council

From: Rebecca Jones, Personnel Administration Director

Date: July 10, 2012

RE: Police Collective Bargaining Agreement

RECOMMENDATION

It is recommended that the Mayor and Council authorize the City Manager to approve the terms of the collective bargaining agreement between the city and the Dade County Police Benevolent Association (PBA).

BACKGROUND

The last collective bargaining agreement was for a three year period from October 1, 2005 through September 30, 2008. The new two year contract is for the period October 1, 2012 to September 30, 2014. Bargaining unit members ratified the new contract by majority vote on July 5, 2012.

Significant changes include:

Article 27- **Holiday Pay**, day after Thanksgiving deleted as a holiday

Article 30- **Retiree Insurance**, deleted except for members eligible on or before 12/31/2012

Article 30- Members will pay $10 per week for single **health insurance**

Article 38- **Wages**: Merit increase frozen for one year for employees on pay grade 3 and above; No cost of living increase (**COLA**) unless general unit receives more than 5%; Reopen contract to bargain COLA after 5/1/2013

Article 40- **Tuition** Reimbursement fund is limited to amount set by budget

Attachment:
Collective Bargaining Agreement

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE EXECUTION OF THE POLICE COLLECTIVE BARGAINING AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND DADE COUNTY POLICE BENEVOLENT ASSOCIATION (PBA) FOR A PERIOD OF TWO (2) YEARS COMMENCING OCTOBER 1, 2012, THROUGH SEPTEMBER 30, 2014; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.

WHEREAS, Chapter 447, Florida Statutes, has established a formal collective bargaining procedure for public employees in the State of Florida; and

WHEREAS, the Dade County Police Benevolent Association ("PBA") has been certified by the Public Employees Relations Commission of the State of Florida as bargaining agent for Police Officers and Police Sergeants of the City of North Miami ("City"); and

WHEREAS, the members of the North Miami Police Bargaining Unit have voted to approve the Police Collective Bargaining Agreement with the City of North Miami, attached hereto as "Exhibit 1".

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. **Authorization to execute Agreement.** The Mayor and City Council of the City of North Miami, Florida, hereby, authorize the execution of the Police Collective Bargaining Agreement, in substantially the attached form, between the City of North Miami and Dade County Police Benevolent Association (PBA) for a period of two (2) years commencing October 1, 2012, through September 30, 2014.

Section 2. **Effective Date.** This resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this _____ day of July, 2012.

ANDRE D. PIERRE, ESQ.
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

REGINE M. MONESTIME
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Mayor Andre D. Pierre, Esq.	_____ (Yes)	_____ (No)
Vice Mayor Jean R. Marcellus	_____ (Yes)	_____ (No)
Councilperson Michael R. Blynn, Esq.	_____ (Yes)	_____ (No)
Councilperson Scott Galvin	_____ (Yes)	_____ (No)
Councilperson Marie Erlande Steril	_____ (Yes)	_____ (No)

A G R E E M E N T

B E T W E E N

CITY OF NORTH MIAMI, FLORIDA

A N D

~~INTERNATIONAL UNION OF POLICE ASSOCIATION~~ DADE COUNTY POLICE BENEVOLENT ASSOCIATION

October 1, 20~~10~~ 12, through September 30, 20~~11~~ 14

TABLE OF CONTENTS

ARTICLE 1. PREAMBLE
ARTICLE 2. RENEGOTIATION OF AGREEMENT
ARTICLE 3. RECOGNITION
ARTICLE 4. RULES OF CONSTRUCTION
ARTICLE 5. REPRESENTATION OF THE UNION
ARTICLE 6. REPRESENTATION OF THE CITY
ARTICLE 7. MANAGEMENT RIGHTS
ARTICLE 8. DUES DEDUCTION
ARTICLE 9. NO STRIKE
ARTICLE 10. SEVERABILITY CLAUSE
ARTICLE 11. NO DISCRIMINATION
ARTICLE 12. COMPLIANCE WITH LAW AND LAWFUL ORDERS
ARTICLE 13. NOTICES
ARTICLE 14. EMPLOYEE FILES AND INTERNAL INVESTIGATION RECORDS
ARTICLE 15. LABOR MANAGEMENT COMMITTEE
ARTICLE 16. ASSIGNMENTS AND TRANSFERS
ARTICLE 17. RIGHTS OF LAW ENFORCEMENT OFFICERS
ARTICLE 18. LEGAL DEFENSE
ARTICLE 19. LAY-OFF, SENIORITY AND PROBATIONARY PERIOD
ARTICLE 20. CIVIL SERVICE RULES AND REGULATIONS
ARTICLE 21. BULLETIN BOARDS
ARTICLE 22. LINE-OF-DUTY INJURIES
ARTICLE 23. GRIEVANCE PROCEDURE
ARTICLE 24. ARBITRATION OF GRIEVANCES
ARTICLE 25. IMPASSE RESOLUTION PROCEDURE
ARTICLE 26. PENSION
ARTICLE 27. HOLIDAYS
ARTICLE 28. ANNUAL VACATION LEAVE
ARTICLE 29. SICK LEAVE
ARTICLE 30. GROUP INSURANCE
ARTICLE 31. OVERTIME
ARTICLE 32. COURT TIME
ARTICLE 33. RECALL
ARTICLE 34. [None]
ARTICLE 35. ACTING RANKS
ARTICLE 36. SPECIAL ASSIGNMENTS PAY
ARTICLE 37. LONGEVITY PAY
ARTICLE 38. GENERAL SALARY ADJUSTMENT
ARTICLE 39. UNIFORMS AND EQUIPMENT
ARTICLE 40. TUITION REIMBURSEMENT POLICY
ARTICLE 41. OFF-DUTY WORK
ARTICLE 42. CITY GRIEVANCE PROCEDURE
ARTICLE 43. MILITARY LEAVE
ARTICLE 44. DRUG AND ALCOHOL TESTING
ARTICLE 45. TRAINING
ARTICLE 46. TAKE HOME VEHICLE PROGRAM

ARTICLE 47. CONCLUSION .....
APPENDIX A .....
APPENDIX B .....
APPENDIX C .....
APPENDIX D .....
APPENDIX E .....
SIDE LETTER OF AGREEMENT (DATED 10/1/2006) .....

ARTICLE 1. PREAMBLE

WHEREAS, the City of North Miami ("City") and the Dade County Police Benevolent Association ~~International Union of Police Unions/AFL-CIO~~ ("Union"), the Parties to this agreement, seek to assure sound and mutually beneficial working and economic relationships between the Parties; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise; and to set forth basic and full agreement between the Parties concerning wages, hours, and other terms and conditions of employment; and

WHEREAS, there shall be no individual agreement contrary to the terms provided in this Agreement; and

WHEREAS, either Party to this Agreement shall be entitled to require specific performance of the provisions of this Agreement; and

WHEREAS, it is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public, and both Parties recognize the need for continuous and reliable service to the public;

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT, THE PARTIES DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE 2. RENEGOTIATION OF AGREEMENT

This Agreement shall be in full force and effect until 11:59 p.m., September 30, 2014.

~~If neither Party gives notice of its intent to renegotiate this Agreement, or any portion thereof as herein provided, or if the Party giving such notice withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year. However, either Party may request termination by giving notice to renegotiate as follows:~~

~~On or before February 1, 2008, the Union shall notify the City in writing of its intention to renegotiate the Agreement in force, and attached thereto shall include a list of proposals which shall inform the City of the items which they desire to negotiate, and may submit specific language embodying and describing their proposals.~~

~~On or before March 15, 2008, the City will present the Union with a list of proposals it desires to negotiate, and may submit specific language describing its proposals.~~

~~Failure of either party to give notice of their intention to renegotiate and to present proposals will forfeit or waive any rights in connection with this Agreement or State Statute unless otherwise agreed to for good cause by both parties, in writing.~~

~~Such extension of time shall not delay the beginning date of negotiations.~~

~~Initial negotiations shall begin no later than April 15, 2008.~~

Should negotiations still be in process and no final agreement reached by the September 30th termination date, this contract shall remain in full force and effect until such time that all provisions of the Florida Public Employees Relations Act. F.S. Chapter 447.403, "Resolution of Impasses," have been met.

ARTICLE 3. RECOGNITION

Pursuant to and in accordance with all applicable provisions of the Florida Public Employees Relations Act, F S Chapter 447, the City recognizes the Union as the exclusive collective bargaining representative for those employees in the defined Bargaining Unit for the purpose of collective bargaining with respect to terms and conditions of employment.

The Bargaining Unit consists of all sworn employees holding positions in the classifications shown in Appendix A or which may hereafter be added to, reduced or changed as hereinafter provided, and excludes all other employees not specifically included in Appendix A Any changes in the Bargaining Unit shall only be made upon proper applications to and adjudication by the Public Employees Relations Commission and/or the appropriate court of competent jurisdiction.

ARTICLE 4. RULES OF CONSTRUCTION

It is agreed and understood that this Agreement constitutes the whole agreement between the Parties.

Notwithstanding any other term or provision of this Collective Bargaining Agreement it is expressly agreed that this Collective Bargaining contract shall not, in any of its parts, be construed by any arbitrator or court in any way which supersedes or preempts applicable law, ordinances, statutes, Civil Service Rules and regulations, or the Charter of the City of North Miami that are not specifically addressed in this agreement. The provisions of this Agreement will supersede City Civil Service Rules and Regulations, and any other City policies, procedures, or orders that are in direct conflict herewith. In any grievance arising under the Collective Bargaining Agreement an arbitrator, in rendering his award, shall be bound by and shall apply the foregoing standard contained in this paragraph.

ARTICLE 5. REPRESENTATION OF THE UNION

The Union shall be represented by the President or Legal Counsel of the Union. ~~or by person or persons designated in writing to the City Manager or his designated representative, by the President or Legal Counsel of the Union. The identification of representatives shall be made each year by April 1st. Such designation shall be accompanied by the appropriate Public Employee Relations Commission Form executed by said President or Legal Counsel showing that the Union has complied with all requirements of State Law in effect at that time with respect to registration of the Union.~~ The President or Legal Counsel of the Union, or person or persons designated by said President, shall have full authority to conclude an Agreement on behalf of the Union, subject to ratification by a majority vote of those Union members voting on the question of ratification. The Union has the right to select up to three (3) employees from the bargaining unit to act as representatives. The names of these employees shall be certified in writing to the City Manager by the President or Legal Counsel of the Union. During their on-duty hours, one (1) representative at a time shall be permitted to assist with the processing of grievances and administration of the Agreement, along with serving as a witness upon request of another bargaining unit member to the presentation of any administrative paperwork; provided, that they have approval from the Chief of Police or designee and their participation in these activities does not unduly interfere with the performance of their law enforcement duties and service to the community. ~~It is understood that the Union representative or representatives are the official representatives of the Union for the purpose of negotiating with the City. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the Union. The Union shall notify the City Manager or his designated representative in writing of any changes in the designation of~~

~~President or Legal Counsel of the Union or of any certified representative of the Union.~~

~~It is understood and agreed by the Parties that the Union shall be represented through a committee consisting of no more than three (3) individuals covered by the Agreement for the purpose of Collective Bargaining, who~~ Additionally, these representatives shall be permitted to attend the negotiation sessions on duty with no loss of pay or emoluments if such sessions are scheduled during that representatives on-duty hours. Sessions attended during a representatives normal off duty hours will not be compensated. ~~and provided~~ ~~however, that~~ Moreover, notification of such meetings shall be given to the Police Chief at least three (3) calendar days in advance, unless ~~otherwise~~ a shorter time period is agreed to by the Police Chief.

The City shall provide to the Union, at actual cost, within a reasonable period of time following a written request, the following public documents:

1. Auditor's/Accountant Report (report on examination of combined financial statements);
2. End-of-year summary revenue and expenditure report;
3. Preliminary budget (and supporting documents as required);
4. Wage Surveys;
5. Final budget and pay plan.

~~Upon request of the Union, the City shall create a Union Time Pool (the "Time Pool") to which bargaining unit members may contribute vacation time on a voluntary basis. The Time Pool shall be administered by the City pursuant to rules mutually agreed upon with the Union. No contribution to the Time Pool shall be made by the City.~~

ARTICLE 6. REPRESENTATION OF THE CITY

The City shall be represented by the City Manager, or a person or persons designated in writing to the Union by the City Manager on or before the commencement of negotiations. ~~March 1.~~ The City Manager or his designated representative shall have sole authority to conclude an Agreement on behalf of the City subject to ratification by an official resolution of the City Council. It is understood that the designated representatives of the City are the official representatives for the purpose of negotiating an Agreement. Any negotiations entered into with persons other than those defined herein, regardless of their Position or association with the City, shall be deemed unauthorized and shall have no standing or weight of authority in committing or in any way obligating the City. It shall be the obligation of the City Manager or his designated representative to notify the Union in writing of any changes in designation of the City's representative for the purpose of negotiations.

ARTICLE 7. MANAGEMENT RIGHTS

The Parties agree that the City has and will continue to retain the right to operate and manage its affairs in all respects; and the powers or authority which the City has not officially abridged, delegated or modified by the express provisions of the Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to:

1. Determine the organization of the City Government;
2. Determine the purpose of each of its constituent departments;
3. Exercise control and discretion over the organization and efficiency of operations of the City;
4. Set standards for service to be offered to the public in accordance with applicable laws or contractual agreements;
5. Direct the employees of the City, including the right to assign work and overtime;
6. Hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City;
7. ~~Remove for cause, s~~Suspend, demote, discharge, or take other disciplinary action against employees for just and proper cause;
8. Increase, reduce, change, modify or alter the composition and size of the work force in accordance with applicable laws or contractual agreements;
9. Determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased;
10. Establish, modify, combine or abolish job pay positions in accordance

with applicable laws or contractual agreements;

11. Change or eliminate existing methods of operation, equipment or facilities; and

12. Establish, implement and maintain an effective internal security program.

The City has the authority to determine the purpose and mission of the City in accordance with applicable laws or contractual agreements; to prepare and submit budgets to be adopted by the City Counsel.

The City shall enforce and comply with the provisions of this Agreement so as not to violate the City Charter, or the Civil Service Rules and Regulations.

Those managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of the Agreement are not in any way subject to the grievance procedure contained herein.

Delivery of municipal service in the most efficient, effective and courteous manner is of paramount importance to the Parties to the Agreement. Such achievement is recognized to be a mutual obligation of both Parties within their respective roles and responsibilities.

ARTICLE 8. DUES DEDUCTION

A. Upon receipt of written authorization from a Bargaining Unit employee, the City agrees to deduct the regular Union dues from such employee's weekly pay and remit such deduction to the Dade County Police Benevolent Association, 10680 N.W. 25th Street, Suite 300, Doral, Florida 33712, ~~International Union of Police Associations, 1421 Prince Street, Suite 330, Alexandria, Virginia 22314-2805,~~ on a monthly basis. The Union will notify the City, in writing, at least thirty (30) days prior to any change in the amount of the regular dues deduction. A Bargaining Unit employee, may, upon thirty (30) days written notice to the City and the Union, revoke his dues deduction authorization, and thereupon the City shall cease to make such deduction.

B. The Union agrees to indemnify and hold the City harmless against any and all claims, suits, and orders, and judgments brought and issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 9. NO STRIKE

"Strike" means the concerted failure to report for duty, the concerted absence of Union members from their positions, the concerted stoppage of work, the concerted abstinence in whole or in part by any group of employees covered by this Agreement from the full and faithful performance of their duties of employment with the City, participation in a deliberate and concerted course of conduct which adversely affects the services of the City, unlawful picketing, or unlawfully demonstrating in furtherance of work stoppage, during the term of the Collective Bargaining Agreement.

Neither the Union nor any of its officers, agents and members covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sick-out, concerted stoppage of work, illegal picketing, or any other illegal interruption of the operations of the City.

Each employee who holds a position with the Union occupies a position of special trust and responsibility equivalent to that enjoyed by the elected officials and appointed management employees for the City of North Miami in maintaining and bringing about compliance with this Article and the strike prohibition in F.S. 447.505 and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the Union, its officers, and other representatives, agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of the Article and the law by remaining at work during any interruption which may be initiated by other employees covered by this Agreement; and their responsibility, in event of breach of this Article or the law by other member employees and upon the written request of the City, to encourage and direct other employees covered by this Agreement violating this Article or the law to return to work, and to disavow the strike publicly.

Any or all Union employees who violate any provisions of the law prohibiting strikes or

this Article may be dismissed or otherwise disciplined by the City in accordance with the laws of this State. Notwithstanding the legal remedies provided for in the Florida Statute 447.507 for violation of this Article, the City may take other action for any violation of this Article, in accordance with provisions of the City Charter, Code of Ordinances of the City, Civil Service Rules and Regulations, Police Department Rules and Regulations or written official policies of the City Manager in existence at the time of the execution of this Agreement. ~~Any such action by the City shall not be grievable or arbitrable under the provisions of the Grievance Procedure.~~

ARTICLE 10. SEVERABILITY CLAUSE

If this Agreement or any provisions, section, subsection, sentence, clause, phrase, or work of this Agreement is in conflict with any law as finally determined by a court of competent jurisdiction which has had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of the law shall be null and void and subject to renegotiation, but the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the Parties herein was to enter into the Agreement without such invalid portion or portions.

ARTICLE 11. NO DISCRIMINATION

The parties hereto agree that they shall not in their official capacity discriminate against any person because of his race, religion, creed, color, national origin, age, gender, disability, marital status, number of dependents, or organizational or Union membership.

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

ARTICLE 12. COMPLIANCE WITH LAW AND LAWFUL ORDERS

Employees covered under the terms of this Agreement will work diligently in their respective jobs and will obey all Federal, State and local laws, and will further obey any lawful order given by a supervisor or any other person with the lawful authority to give a lawful order.

The City and the Union will support all applicable laws, including but not limited to laws governing the registration of representatives of the Union, laws governing the conduct of negotiations with the City and the Union, and laws prohibiting strikes or other forms of action against the City or the Union.

ARTICLE 13. NOTICES

The City agrees to provide the Union ~~with~~ through the City's website the agenda and/or scheduled meeting dates, as available, prior to each meeting of the City Council, Personnel Board, Accident Review Board and Charter Review Board.

ARTICLE 14. EMPLOYEE FILES AND INTERNAL INVESTIGATION RECORDS

1. The City agrees to adopt the General Records Schedule for Law Enforcement Agencies as promulgated by the Florida Department of State on November 1982, and as may be amended from time to time. The City also agrees to comply with all requirements contained in Chapters 112 and 119 of the Florida Statutes regarding records and personnel files of sworn law enforcement officers.

A. Adverse statements prepared by the City shall not be included in any employee's official personnel file unless a copy is provided to the employee.

B. Any employee shall have the right to inspect and review the contents of his official personnel file at reasonable intervals.

C. In addition, any employee shall have the right to inspect and review the contents of his official personnel file in any case where the employee has a grievance related to performance evaluation, or is contesting his suspension or discharge from City Service.

~~D. Letters of reference and reports concerning criminal investigation concerning any employee shall be excluded from the provisions of B. and C. above.~~

~~Upon request from an affected employee, the City agrees to use good faith efforts to obtain the approval of the State of Florida, to cause to be purged from the employee's Personnel, departmental and/or internal review files(s) the following:~~

~~1. All documents contained within said file(s) pertaining to a sustained formal discipline provided that five (5) years from the date of the disposition of the discipline have passed, and further provided that an infraction free period of one (1) year precedes such purge;~~

~~2. All documents contained within said file(s) pertaining to an informal discipline, provided that three (3) years from the date of the disposition of the discipline have passed, and further provided that an infraction free period of one (1) year precedes such purge;~~

~~3. All documents contained within said file(s) pertaining to any unsustained, unfounded or exonerated disciplinary actions, provided that one (1) year from the date of disposition of the disciplinary action has passed, and further provided that there is no litigation pending pertaining to said disciplinary action(s)~~

2. Upon request from an affected employee, the City agrees to do the following:

A. The City will mark all copies of all documents pertaining to sustained formal discipline found in personnel, departmental and/or internal review files(s) "Void for Use"; provided that five (5) years from the date of the disposition of the discipline have passed, and further provided that an infraction free period of one (1) year precedes such marking;

B. The City will mark all copies of all documents pertaining to sustained informal discipline found in personnel, departmental and/or internal review files(s) "Void for Use"; provided that three (3) years from the date of the disposition of the discipline have passed, and further provided that an infraction free period of one (1) year precedes such marking;

C. All documents found in an employee's internal review file pertaining to

any unsustained, unfounded or exonerated disciplinary actions shall be marked consistent with the disposition and shall not be inserted into the employee's personnel or departmental file, but may be kept in the internal review file.

For purpose of the Article "formal" shall mean demotion, removal, suspension or such action. "Informal" shall mean written reprimands, memos or such action.

ARTICLE 15. LABOR MANAGEMENT COMMITTEE

Union representatives shall meet with the Police Chief periodically to discuss problems and objectives of mutual concern. No item or grievance or matters which have been or are the subject of Collective Bargaining shall be discussed at these meetings. The Union representatives shall be selected by the Union.~~, selected by the Union, shall be from the following units: Patrol, Detective Bureau, SIU/CSU, Motor/Marine Patrol, and Community Resources.~~ At a minimum, the City shall be represented by the Chief of Police (or his designee) ~~and the Commanders of the respective units~~ and representatives the Chief selects. The time and place of such meetings shall be mutually agreed upon. ~~determined by the Police Chief~~. Inasmuch as it is possible, these meeting shall take place during the administrative working hours of the Police Department. The Police Chief and designated members of the Bargaining Unit shall meet, during the course of this Agreement, to address the topic of a Physical Agility Examination and Training Program, for bargaining unit members.

ARTICLE 16. ASSIGNMENTS AND TRANSFERS

It shall be the sole right of the Police Chief to transfer employees between the units of the Department for the betterment of the services. However, when a transfer means a change in work, hours or days off, the employee shall be notified no less than ~~seven (7)~~ fourteen (14) calendar days prior to the transfer in order to enable the employee to arrange for an orderly change. The ~~seven (7)~~ fourteen (14) days notice shall be waived upon consent of the employee.

When a unit vacancy occurs, it shall be posted on the bulletin board as far in advance as practicable to allow employees an opportunity to submit their requests for these vacancies and/or new assignments.

The notice of vacancy shall be read at roll call for a period of time as determined by the Police Chief and shall remain open for a total of at least seven (7) calendar days from the day first posted. An employee may submit his request to fill any of the vacancies in the Department. All requests submitted shall be accepted by the Department for consideration.

Except for Administrative Staff assignments, a panel will be established to interview all of the applicants. The panel will be composed of one (1) Lieutenant or Commander, one (1) Sergeant, one (1) Police Officer or Detective from the Unit with the vacancy, and one (1) Union Representative. The Union Representative shall be selected by the Union. The panel will evaluate each applicant based on answers to set questions, qualifications, personnel actions, disciplinary actions, evaluations, and seniority.

A rank order list will then be submitted by the panel to the Chief of Police for his consideration, and a copy shall be provided to the Union for its review. Nothing in this article shall be interpreted to require the filling of any unit vacancy.

Within each Unit of the Police Department, selection of days off, annual leave, vehicle

assignments, and shift assignments shall be determined by Seniority. "Seniority" is based on bargaining members' dates of longevity in their current ranks within the Department.

ARTICLE 17. RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER INVESTIGATION

~~Initial discussion between administrative personnel and a Bargaining Unit member relating to conduct of that member shall be excluded from Paragraphs B, G and I of this Article.~~

Whenever a law enforcement officer of the City of North Miami is under investigation and is subject to interrogation by members of the City or another investigating agency, for any reason which could lead to disciplinary action, removal for cause, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

A. The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. If the accused is off duty at the time of the interrogation, the accused shall be entitled to overtime pay in accordance with the provisions of Article 31 "Overtime".

When such interrogation occurs while on duty, a commanding officer or supervisor of the accused shall be notified of the interrogation.

B. The interrogation shall take place at the North Miami Police Department building.

C. The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating Party and all persons present during the interrogation. All questions directed at the accused shall be asked by and through one (1) investigator at any one (1) time.

D. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, shall be informed of the name(s) of the complainant(s) and witness(es), and shall be allowed to review all evidence pursuant to Section 112.532(d), Florida Statutes,~~recorded and/or transcribed statements~~ prior to being questioned.

E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

F. The law enforcement officer under interrogation shall not be subjected to offensive language or threatened with removal for cause, transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answering any questions.

G. The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon the request of the interrogated officer, a copy of any such recording of the interrogation session must be made available to the interrogated officer no later than 72 hours, excluding holidays and weekends, following said interrogation.

H. If the law enforcement officer 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 his rights prior to the commencement of the interrogation.

I. At the request of any law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all time during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service. Where an attorney or employee representative is requested but cannot be present within ~~two (2) hours~~ <u>three (3) days</u> of notification, ~~an officer may request from the Chief of Police, or his designee, one (1) forty-eight hour extension to arrange the availability of the attorney or employee representative sought or to obtain another employee representative or counsel. The decision whether to grant such a request shall be within the sole discretion of the Chief of~~

~~Police, or his designee~~ the union and the employee under investigation agree that any delay due to the unavailability of the officer or their representative after the aforesaid three (3) days shall constitute a written waiver and agreed tolling of the one hundred eighty (180) day period, for the number of days beyond the initial three (3) days, pursuant to the provisions of Section 112.532(6)(a)(1), Florida Statutes. When an employee representative or counsel is present, ~~he shall be only an advisor and~~ he shall not have the right of cross-examination.

J. ~~Any law enforcement officer who is the subject of an internal investigation will have the right to have all documents and reports purged from his personnel file if he is found to be without guilt.~~ The disposition of any records will be done in accordance with Article 14 of this Agreement.

K. In case where management chooses to relieve an employee from duty pending an investigation or other administrative action, the following conditions will prevail:

1. The employee will remain in with-pay status with full emoluments of office during the investigation period.
2. Should the Union member found liable or guilty, the aforementioned pay and emoluments shall be suspended and appropriate disciplinary action may be taken against the subject employee.

L. The City agrees that there shall be no indiscriminate electronic surveillance of employees. Nothing herein shall preclude such surveillance as may be required to fulfill the requirements of any Federal Grant. Further, nothing shall preclude electronic surveillance in a criminal investigation wherein the employee may be the subject of such

investigation. Finally, any such investigation shall be carried out pursuant to the laws of the State of Florida and the applicable Federal Laws regarding the right to privacy.

M. ~~In cases where management chooses to relieve an employee from duty pending a criminal investigation, the following conditions will prevail:~~

~~1.~~ Upon the filing of an information or indictment charging the employee with a felony, ~~T~~the employee may be suspended without pay or may remain in with-pay status with full emoluments of office during the investigation period at the discretion of the Police Chief. The Police Chief may invoke without pay status at any time during the investigation period. The investigation period includes any investigation of the criminal charges and/or any criminal prosecution that might follow. If the employee is suspended without pay, it is not disciplinary in nature, but is an interim measure pending a decision on disciplinary action after further investigation.

~~2. If the employee has been allowed to remain in with-pay status pending the outcome of an investigation, should the Union member be found liable or guilty, the aforementioned pay and emoluments shall be suspended and appropriate disciplinary action may be taken against the subject employee.~~

ARTICLE 18. LEGAL DEFENSE

The City acknowledges that civil suits against employees growing out of their duties in the scope of their employment are covered by Florida Statutes and accepts the responsibility of providing defense insofar as the Florida Statutes require. The City agrees to provide every Bargaining Unit member with an attorney to defend any civil action, arising from a complaint for damages or injuries suffered as a result of any act or omission of action of any of said members of the Bargaining Unit for an act or omission arising out of an in the scope of the Bargaining Unit member's employment or function, unless, in the case of a tort action, the Bargaining Unit member acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

The defense of such civil actions shall include, but is not limited to, any civil rights law suit seeking relief personally against the Bargaining Unit member for an act or omission under color of State Law, custom, or usage wherein it is alleged that such Bargaining Unit member deprived another person of his rights secured under the Federal Constitution of Laws. Legal representation of Bargaining Unit members may be provided by the City Attorney's Office. However, any attorney's fee paid from City funds for any Bargaining Unit member who is found to be personally liable by virtue of acting outside the scope of his employment, or was acting in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, may be recovered by the municipality in a civil action against such unit member.

If the City is required, pursuant to the above, to provide an attorney to defend a civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of any of the Bargaining Unit members and fails to provide such attorney, the City shall reimburse any such defendant who prevails in the action for court costs and reasonable attorney's

fees. Further, in accordance with the provision of and to the extent authorized by Section 111.071 F.S., the City shall expend available funds to pay judgments or settlements for Bargaining Unit members. This Article shall apply only to sworn law enforcement officers and shall be subject to the enabling authorization of Sec. 111.07 F.S. and Sec. 111.071, F.S.

ARTICLE 19. LAY-OFF, SENIORITY AND PROBATIONARY PERIOD

~~Lay-offs resulting from a reduction in work force shall be processed in accordance with Civil Service Rule XIII, and re-employment lists containing the names of former regular status employees separated from the Classified Service due to such a reduction in work force, shall be established and administered in accordance with Civil Service Rule VII.~~

~~For the purpose of this Article, seniority shall be computed as per Civil Service Rule XIII. Annual vacation leave dates for Union members for each calendar year shall be based upon seniority, subject to the final approval of the Police Chief.~~

Seniority shall consist of continuous paid service with the City by rank (officer or sergeant). Seniority shall be computed from the date of appointment to a particular rank. Seniority shall accumulate during paid absence because of illness, injury, vacation, military leave, or other authorized paid leave.

Seniority shall be computed using the total length of time served in the class. Credit shall be calculated at a rate of ¼ (.25) point for each month of service. Partial months of 16 days or more shall be credited for a full month of service. Applicable veterans preference laws shall also apply. In case of a tie, seniority shall be determined in favor of employee who filed the earliest employment application for the position.

In the event of a reduction in force or layoff, bargaining unit members must be laid off in the inverse order of their seniority within their rank. Should layoffs in the rank of sergeant occur, employees with the least amount of seniority in that rank shall be reclassified as officers. Upon reclassification to the officer rank, the seniority of these members shall be established according to their original date of appointment to officer rank and not the date of the reclassification. Members shall be called back from layoff according to their seniority in the rank from which they were laid off.

Police officers shall serve a twelve (12) month probationary period.

ARTICLE 20. CIVIL SERVICE RULES AND REGULATIONS

The Union shall be notified in advance of Personnel Board Meetings of any proposed changes to the Civil Service Rules and Regulations~~; and the Union shall be notified of all Personnel Board Meetings~~.

In the event of a conflict between this Agreement and the Civil Service Rules and Regulations, the provisions of this Agreement shall supersede the Civil Service Rules and Regulations.

ARTICLE 21. BULLETIN BOARDS

The City will provide, for the use of the Union, in a mutually agreed upon location which is easily accessible, a bulletin board at the City's Police Station(s). Any notice or item placed on the bulletin board shall bear on its face the legible designation of the person responsible for placing such notice or item on the bulletin board(s). Union bulletin boards(s) shall be used only for the following notices:

a. Recreation and Social Affairs of the Union

b. Notices and minutes of Union meetings

c. Notices and results of Union elections

d. Union Committee reports

e. Ruling of policies of the Union

f. Notice of Collective Bargaining ratification meetings

g. Union Newsletter

h. Union Benefit Programs

i. Training and Educational Opportunities

Notices of announcements shall not contain anything political or anything adversely reflecting upon the City or any of its employees; and no material, notices or announcements which violate the provisions of the Article shall be posted. ~~Any Union authorized violation of the provisions of the Article shall entitle the City to cancel immediately the provisions of the Article and to remove the bulletin board(s), and this action will be the only remedy sought for violation of this Article.~~ In the event any unauthorized material is posted on the bulletin board(s), it shall be promptly removed by the Union President, or his designee, upon notification by the City Manager or his designee.

ARTICLE 22. LINE-OF-DUTY INJURIES

The City agrees to provide Workers' Compensation insurance coverage for expenses incurred by any Union member in compliance with the Workers' Compensation laws of the State of Florida.

The City agrees that any employee covered under this agreement who is disabled as a result of any accident, injury or illness incurred in the line of duty may be granted supplementary salary of which a part thereof is Workers' Compensation as provided for in Article VII of Chapter 15, Sections 15-201 through 15-207 of the Code of Ordinances of the City of North Miami.

The Parties agree that sworn officers working off-duty, shall be required to be covered by the off-duty employer's Workers' Compensation insurance, where applicable.

The City agrees that any Union Member who is found to have sustained a compensable line-of-duty injury, shall not be required to utilize sick leave benefits during recovery from such injury, and may be granted supplementary salary from the date of the injury or illness in accordance with Article VII of Chapter 15, Sections 15-201 through 15-207 of the Code of Ordinances of the City of North Miami.

The City shall have the right to require the employee to have a physical examination by a physician of its choice prior to receiving or continuing to receive compensation under this agreement.

ARTICLE 23. GRIEVANCE PROCEDURE

1. In a mutual effort to provide harmonious working relations between the Parties of this Agreement, it is agreed to and understood by both Parties that there shall be a procedure for the resolution of grievances or misunderstanding between the Parties arising from the application or interpretation of this Agreement. See Appendix "B".

2. A grievance shall be defined as any dispute, controversy or difference between (a) the Parties to this Agreement, (b) the City and a Union member or Union members on any issues with respect to, on account of, or concerning the meaning, interpretation or application of this Agreement or any terms or provisions thereof.

3. A grievance shall refer to the specific provision or provisions of this Agreement alleged to have been violated.

4. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance (a) in behalf of any employee without the employee's consent.

5. An employee shall make an exclusive election of remedy to appeal disciplinary action through either the grievance procedure contained in this article or through the City's Personnel Board. If an employee elects to appeal a disciplinary action through the City's Personnel Board, then he/she will be precluded from utilizing the grievance procedure for redress of the disciplinary action. ~~(b) with respect to any matter which is the subject of an appeal, administrative action before a governmental board or agency, or court proceeding.~~

~~5.~~ 6. To simplify the grievance procedure, the number of days in presenting a grievance and receiving a reply from the different levels of supervision shall be based upon calendar days. However, should the last day fall on a weekend or holiday, the next business day shall be the last day upon which a grievance may be filed. In addition, a grievance may be filed electronically ~~by telefax~~ and is deemed filed upon receipt. It is the grievant's responsibility to

confirm receipt of the grievance ~~that a telefax has been received.~~

7. The Union has the inherent right to bring a grievance action in its own name and on its own behalf concerning disputes relating to contract interpretation and application. Such a grievance will be filed directly at Step 3.

8. Grievance shall be processed in accordance with the following procedure:

Step 1.

The aggrieved employee shall discuss the grievance with his division head within ten (10) calendar days of the occurrence which gave rise to the grievance. A Union representative may be present to represent the employee if the employee desires him present. The division head shall attempt to adjust the matter and respond to the employee within ten (10) calendar days.

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

~~Grievances involving Workers' Compensation shall be excluded from this Grievance Procedure.~~ The time limits provided in this Article shall be strictly observed, but may be extended by mutual written agreement of the parties. Performance evaluations of satisfactory or above shall be grievable to the City Manager but not arbitrable and are not subject to appeal to the City's Personnel Board.

Step 2.

If the grievance has not been satisfactorily resolved, the Union representative or Union member shall reduce the grievance to writing and present such written grievance to the Police Chief ten (10) calendar days from the time the response was due in Step 1. If the Chief and Union

agree that there should be a meeting, the Chief shall meet with the Union representative and Union member; and shall respond to the Union in writing ten (10) calendar days from the receipt of the written grievance or the date of the meeting should one occur.

Step 3.

If the grievance has not been satisfactorily resolved by the Chief in Step 2 it shall be presented in writing to the City Manager within ten (10) calendar days from the time the response was due in Step 2. If the City Manager or his designee and the Union agree that there should be a meeting, the parties shall meet with the employee and/ or the Union representative and he shall respond in writing to the employee and the Union within ten (10) calendar days from the receipt of appeal or the date of the meeting should one occur.

Step 4.

If the grievance has not been satisfactorily resolved, the ~~employee or the~~ Union ~~representative shall~~ may proceed to file for arbitration.

ARTICLE 24. ARBITRATION OF GRIEVANCES

1. If a grievance has not been satisfactorily resolved within the grievance procedure, the Parties shall have the right to request a review by an impartial neutral no later than fifteen (15) calendar days following the City Manager's response in Step ~~3~~ 4 of the grievance procedure. The Parties shall jointly request a list of seven (7) names from the American Arbitration Association ~~Federal Mediation And Conciliation Service~~. Within seven (7) calendar days of receipt of the list, the parties shall alternately strike names, the grievant striking first thus leaving the seventh (7th) who will act as the Arbitrator.

2. The City and the Union shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the Arbitrator shall confine his decision to the particular grievance if specified. In the event the Parties fail to agree on the statement of the grievance to be submitted, the Arbitrator will confine his consideration and determination to the written statement of the grievance presented in the grievance procedure and the response of the other party. 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 of this Agreement, except to the extent as specifically provided herein.

3. The initiating Parties shall not be penalized in any way for exercising their rights under this contractual agreement. However, each Party shall bear the expense of its own witnesses and of its own representatives. The impartial Arbitrator's fee and related expenses and expense 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.

4. Copies of the Arbitrator's decision shall be furnished to both Parties within thirty (30) calendar days of the closing of the arbitration hearing and such award shall be final and binding on both Parties.

5. The grievance and arbitration procedure herein shall have no application to the resolution of disputes between the Parties concerning the terms of a new collective bargaining agreement to replace this Agreement.

6. Performance evaluations of satisfactory or "above satisfactory," or "outstanding," shall be grievable to the City Manager pursuant to Article 23 but not arbitrable and are not subject to appeal to the City's Personnel Board.

ARTICLE 25. IMPASSE RESOLUTION PROCEDURE

An impasse shall be deemed to have occurred when one negotiating Party so declares in writing to the other Party after a reasonable period of negotiation concerning a collective bargaining agreement. At impasse, the Chief Negotiator for the City and the Union representative shall jointly secure the appointment of a mediator from Federal Mediation and Conciliation Service who will attempt to assist in resolution of the impasse.

If mediation fails to resolve the issue(s) then further procedures shall be in accordance with Chapter 447.403 of the Florida State Statutes, and recommendation(s) made by the Special Magistrate ~~Master/Arbitrator~~ are to be considered in accordance with this Chapter.

All expenses incurred by the Special Magistrate ~~Master/Arbitrator~~ shall be borne equally by both Parties to this Agreement.

ARTICLE 26. PENSION

The North Miami Employees Retirement Systems are established by Ordinance No. 691 and Ordinance No. 748. Except as provided below, pension benefits in effect at the time of the execution of this Agreement shall remain in full force and effect for the life of this Agreement.

The Union shall be notified of any proposed changes in a Pension Ordinance and the Union shall be notified of Pension Board meetings where such changes are Agenda items to be discussed.

It is agreed that Pension Board minutes will be recorded in detail and that said minutes, as recorded, will be available to the Union.

Should the "748 Plan" outperform the investment assumption as determined by the pension plan's actuary in any one year by more than 30%, the employee contribution will be reduced for the following year by two percentage points. In the event that during any subsequent year the 30% performance figure is not met, the employee contribution will be increased for the following year(s) by two percentage points.

ARTICLE 27. HOLIDAYS

The following shall be considered Holidays:[1]

NEW YEARS DAY

MARTIN LUTHER KING DAY

PRESIDENTS DAY

MEMORIAL DAY

INDEPENDENCE DAY

LABOR DAY

VETERANS DAY

THANKSGIVING DAY

~~DAY AFTER THANKSGIVING DAY~~

CHRISTMAS DAY

EMPLOYEE'S BIRTHDAY

TWO (2) FLOATING HOLIDAYS[2]

Each Floating Holiday and the Employee's Birthday may only be used as one full paid tour of duty and may not be utilized in hourly increments. Each Floating Holiday off shall be mutually agreed upon by the employee and his section commander and approved by the Police Chief, consistent with the needs of the Police Department.

The Employee's Birthday time off must be taken on/or as near as possible to the actual date of the Employee's Birthday, and the time off shall be mutually, agreed upon by the Employee and his section commander and approved by the Police Chief, consistent with the needs of the Police Department. If the Employee's Birthday falls on a holiday, the Employee's birthday time

---

1 The parties agree that the day after Thanksgiving Day previously acknowledged as an official holiday has been eliminated. However, should the City reinstate this day for any other bargaining unit or non-represented employees as a whole, it shall automatically be reinstated and become the status quo for the bargaining unit.

2 Must have six (6) months service with the City to be eligible for the Floating Holidays.

off may be rescheduled.

Each Floating Holiday and the Employee's Birthday shall not be accrued and cannot rollover to the next year. The Floating Holidays must be used by the employee during the calendar year in which they were granted or be forfeited.

Floating Holidays and the Employee's Birthday are not subject to being converted to cash during the employee's employment or as severance pay upon the employee terminating his employment with the City. No Floating Holiday may be taken on another holiday.

Employees required to work on a holiday listed under this Article shall be paid at time and one-half their hourly rate of pay and in addition, will receive eight (8) or ten (10) hours holiday pay at their straight time hourly rate of pay.

In handling the administration of holiday time, the Parties agree that written policies of the City Manager, the Personnel Department, the Civil Service Rules and Administrative Regulations, ~~the Employee Handbook~~ and departmental rules and regulations of the Police Department in existence at the time of the execution of this Agreement, shall be adhered to~~:~~ if not inconsistent with this Agreement.

If a holiday falls on an employee's regular assigned day off, the employee shall receive payment for the holiday at the employee's straight time hourly rate of pay. ~~Additional holidays declared by official resolution of the City Council shall be added to the list of approved holidays~~.

The parties agree that work schedules may not be altered or changed for the sole purpose of avoiding payment of any benefits under this Article of this Agreement.

Pursuant to Administrative Regulation ~~1-84~~: in order to be eligible for holiday pay the member must have worked the workday before and the workday after the holiday, unless the employee was on pre-approved vacation, sick, birthday, floating holiday, bereavement leave or jury duty. A member calling in sick may be required to submit a doctor's certificate to verify illness prior to receiving holiday pay.

ARTICLE 28. ANNUAL VACATION LEAVE

Annual vacation leave shall be granted as approved by the City Council Resolution No. R-2007-7 on January 9, 2007. ~~in accordance with Civil Service Rule XII Section B ; and vacation leave benefits in effect at the time of the execution of this Agreement shall remain in full force and effect for the life of the Agreement.~~

In handling the administration of annual vacation leave, the Parties agree the written policies of the City Manager, the Personnel Department, the Civil Service Rules and Regulations and departmental rules and regulations of the Police Department in existence at the time of the execution of this Agreement shall be adhered to if not inconsistent with Resolution No. R-2007-7.

The Union shall be notified of any proposed changes in annual vacation leave policy, and Personnel Board meetings where such changes are agenda items to be discussed.

ARTICLE 29. SICK LEAVE

Sick leave shall be granted as approved by the City Council Resolution No. R-2007-7 on January 9, 2007. ~~in accordance with Civil Service Rule XII Section C ; and sick leave benefits in effect at the time of the execution of this agreement, but not necessarily the procedures used to administer those benefits, shall remain in full force and effect for the life of the agreement.~~

In handling the administration of sick leave, the Parties agree that written policies of the City Manager, the Personnel Department, the Civil Service Rules and Regulations and departmental rules and regulations of the Police Department in existence at the time of the execution of this agreement shall be adhered to if not inconsistent with Resolution No. R-2007-7. The letter agreement between the PBA and the City dated January 17, 1986, is hereby declared null and void and of no effect.

The Union shall be notified of any proposed changes in Sick Leave Policy and Personnel Board meetings where such changes are agenda items to be discussed.

Effective October 1, 1984, annual sick leave shall be granted to full-time employees as follows:

11 days after 3 year's service

12 days after 5 year's service

ARTICLE 30. GROUP INSURANCE

1. The City will provide a group health, and life insurance program for all eligible members of the Bargaining Unit. The ~~Parties~~ City ~~agrees that they will~~ shall include bargaining unit members in any focus groups related to insurance changes. ~~meet to negotiate group insurance prior to the expiration of the policy.~~

The Parties agree that the City will pay one hundred percent (100%) of the life and AD&D premium for the personal coverage of each eligible Bargaining Unit member.

2. INDIVIDUAL COVERAGE.

a. The City will pay Single coverage as follows:

1. Single health Coverage (HMO): The employee will pay $10.00 per week for single health coverage. The City will pay the balance of the monthly ~~one hundred percent (100%) of the~~ medical~~/dental~~ premium for the individual coverage of each bargaining unit member who elects such coverage ~~under the HMO plan~~. If the employee selects the lowest cost HMO plan. Employee pays the difference for higher HMO plan.

2. Single Coverage (POS): The employee will pay $10.00 per week for single health coverage. The City will contribute the amount of the Single Coverage HMO medical~~/dental~~ premium to the medical~~/dental~~ premium for the individual coverage of each-Bargaining Unit members who elect ~~such~~ coverage under the POS plan. The employee shall pay the difference between the Single Coverage HMO medical/~~dental~~ premium and the Single Coverage POS medical~~/dental~~ premium plus the additional $10.00 per week.

3. DEPENDENT COVERAGE.

a. HMO Dependent Coverage: The City will contribute the equivalent of ~~the cost of~~ it's share of the Single HMO medical~~/dental~~ premium toward HMO Couple and Family coverage for bargaining unit members who elect such coverage. Through the duration of this Contract, the City will additionally contribute $150.00 per month toward the dependent medical~~/dental~~ premium for HMO Couple employee and spouse/partner or employee and child(ren) coverage and $250.00 per month toward the dependent medical~~/dental~~ premium for HMO Family coverage for members who elect such coverage. See Appendix "C".

b. POS Dependent Coverage: The City will contribute the equivalent of it's share of the cost of the Single HMO medical~~/dental~~ premium toward POS Couple Child(ren) and Family coverage for Bargaining Unit members who elect such coverage. For the ~~period from January 1, 2003, through the~~ duration of this Contract, the City will additionally contribute $150.00 per month toward the dependent medical~~/dental~~ premium for POS Couple Child(ren) coverage and $250.00 per month toward the dependent medical~~/dental~~ premium for POS Family coverage for members who elect such coverage. See Appendix "C".

DENTAL INSURANCE

4. INDIVIDUAL COVERAGE.

a. The City will pay Single dental coverage as follows:

1. **HMO**: The City will pay one hundred percent (100%) of the dental premium for the individual coverage of each eligible bargaining unit member who elects such coverage under the HMO plan.

2. **PPO**: The City will contribute the amount of the Single Coverage HMO dental premium for each eligible bargaining unit member who elects PPO coverage. The employee shall pay the difference between the Single Coverage HMO dental premium and the Single Coverage PPO dental

premium.

5. DEPENDENT COVERAGE.

a. The City will contribute the equivalent of the cost of the Single HMO dental premium toward HMO or PPO coverage for eligible bargaining unit members who elect such coverage.

b. Eligible bargaining unit members will pay the difference between the single coverage HMO dental premium and the PPO dental premium for Single, Couple or Family coverage.

4 6. HEALTH INSURANCE FOR SPOUSES AND DEPENDENTS OF OFFICERS KILLED IN THE LINE OF DUTY.

The City will comply with all of the requirements imposed by Florida Statutes ~~section 112.19~~.

5.7. RETIREE INSURANCE

The City will contribute $200.00 toward the monthly premium of single coverage through the City's group health insurance only for those employees who are eligible to retire as of December 31, 2012. Said employees may retire at any time thereafter. To be eligible the member must have been approved for retirement under pension plan 748 or 691, after ratification and Council approval of this contract. Retiree must select to remain with CNM group insurance within 30 days of retirement date. If retired member does not select CNM coverage during this period he will not be allowed to enroll at a later date.

The City will deduct $200.00 from the premium of the retiree who elects to remain with CNM group coverage; the retiree shall pay the balance.

The City will submit a quarterly payment equal to of $200.00 monthly to eligible retiree who does not elect CNM group coverage. The retired member will be eligible for this contribution until he becomes eligible for Medicare.

6.8. The parties agree that the pension ordinance shall be amended to reflect that those individuals who selected the two (2) year average Final Compensation/ waiving early retirement option shall be considered "retired" rather than "separated."

ARTICLE 31. OVERTIME

All work performed in excess of an employee's normal work week (in excess of forty (40) hours per week in with-pay status) shall be considered overtime work~~, provided however, that no overtime pay will be awarded for work required to finish incomplete work or correct error-laden work products resulting from an employee's negligence.~~ Further, nothing herein shall require the payment of time and one-half unless a substantial amount of time is worked in excess of the normal work day.

For the purpose of this Article, a substantial amount of time shall be considered any period of time of eight (8) minutes or more. Employees performing compensable overtime work shall be paid time and one-half of their straight time hourly rate of pay for such work.

The City agrees that when an employee is required to give a statement in accordance with a lawful request from an appropriate authority, whether civil or criminal in nature; and the statement is required to provide testimony concerning events which occurred while the employee was involved in the performance of duty as a sworn employee of the City of North Miami; and the statement is required to be given at a time other than the employee's assigned tour of duty, then such reasonable time necessary to give such a statement shall be considered overtime, subject to the provisions of this Article.

The City agrees that when an employee is required to appear before the City's Accident Review Board and the appearance is not during his assigned tour of duty, such time spent shall be considered overtime.

The City agrees that when an employee is required to give a statement as a result of an internal affairs investigation, and such a statement is required to be given at a time other than during his assigned tour of duty, such time spent giving the statement shall be considered overtime.

Nothing herein shall restrict the City or the Department from altering work schedules or taking any other action to reduce the number of overtime, court time, or recall hours worked by the employees covered by this Agreement. Work schedules will not be altered or changed for the sole purpose of avoiding payment of overtime.

The Parties agree that the assignment of overtime work is on an involuntary basis and any employee refusing assignments of such work is subject to disciplinary action as deemed appropriate.

Recognizing that the Department has an obligation to provide sufficient manpower, the City will endeavor to avoid causing an employee to work two full continuous shifts.

The Parties agree that overtime hours shall not be used in the computation or arriving at average earnings for purposes of establishing pension benefits.

ARTICLE 32. COURT TIME

A Union member summoned to attend a court proceeding as a result of his official duties as a Police Officer after having completed, or prior to, his work shift shall be paid at the rate of time and one-half his straight time hourly wage for a minimum of three and one-half (3.5) hours, or for the period of time actually spent at such proceeding, whichever is greater, except as further provided within this Article.

A Union Member attending such a proceeding which is "continuous" with his scheduled work shift shall be paid at his overtime rate consistent with Article 31, "Overtime," and the minimum three and one-half (3.5) hours court time pay shall not apply.

For the purpose of definition, continuous work shall mean that:

a) a period of time in excess of one(1) hour has not elapsed between the beginning of an employee's work shift and the time the employee is excused from attending a court proceeding, or

b) a period of time in excess of thirty (30) minutes has not elapsed between the end of an employee's work shift and the time the employee is scheduled to attend a court proceeding.

Union Members shall not retain witness fees in accordance with Florida State Statutes in addition to their compensation for court attendance.

It is further provided that the City shall not make claim to the mileage fee provided by the State of Florida when the Union Member uses his private vehicle for such court attendance.

A Union Member summoned to attend a deposition as a result of his official duties as a Police Officer after having completed, or prior to, his work shift shall be paid at the rate of time and one-half his straight time hourly wage for a minimum of three and one half (3.5) hours, or for the period of time actually spent at such proceeding whichever is greater except as further provided within this Article.

For purposes of this Article if an officer is required to attend two or more court proceedings or depositions with less than two (2) hours between the end of one and beginning of the next, any one of

which begins off-duty, only one minimum payment shall be due.

ARTICLE 33. RECALL

An employee who is recalled to work at a time other than his scheduled work shift shall be paid for a minimum of three and one-half (3.5) hours, at the rate of one and one half (1.5) times his straight time hourly rate, or for the period of time actually worked, whichever is greater.

An employee performing work which is continuous with his scheduled work shift shall be paid at his overtime rate consistent with Article 31, "Overtime," and the minimum three and one-half (3.5) hours recall shall not apply.

For the purposes of definition, continuous work shall mean that:

a) a period of time in excess of fifteen (15) minutes has not elapsed between the beginning of an employee's work shift and the time the employee is recalled to work, or

b) a period of time in excess of fifteen (15) minutes has not elapsed between the end of an employee's work shift and the time the employee is recalled to work.

This clause shall not apply to court attendance or notification to attend court proceedings. Recall must be authorized by the Police Chief or his designee.

ARTICLE 34. [INTENTIONALLY LEFT BLANK]

ARTICLE 35. ACTING RANKS

A Bargaining Unit member who is officially designated in accordance with departmental policy and agrees to act in a rank higher than his current, permanent rank; and who actually performs such duties, shall receive a one (1) step increase in pay for the period of time actually serving in said capacity, provided the tenure of service in the acting rank is for a minimum period of forty (40) hours in a pay period.

In the event a supervisor is not present due to illness, vacation, etc., and no Bargaining Unit member is designated to fill the vacancy, no such member shall be required to assume the duties normally carried out by the absent supervisor.

The one step increase in pay will be terminated when the subject employee is returned to the duties of his permanent rank.

ARTICLE 36. SPECIAL ASSIGNMENTS PAY

Special Assignment allowances shall be provided to Bargaining Unit members as described below:

A. Motorcycle law enforcement personnel assigned to heavy-weight motorcycle duty on a regular basis. $11.00 wk.

B. Field Training Officer: Each Field Training Officer will be awarded Administrative Leave at the rate of one day for each four-week period of active training. The leave will be taken at the mutual convenience of the officer and the Police Chief or his designee.

C. The Senior Police Officer Designation Pay of five percent (5%) shall be discontinued, except as follows:

1. Any Bargaining Unit member who is receiving the Senior Police Officer Designation Pay of five percent (5%) at the time this Contract is ratified shall continue to receive such Designation Pay through the duration of this Contract so long as the member has at least a minimum Overall rating of "Satisfactory" on his last three (3) annual performance evaluations.

2. Any Bargaining Unit member who is not receiving the Senior Police Officer Designation Pay of five percent (5%) at the time this Contract is ratified may receive such Designation Pay beginning January 5, 2003, if the member satisfies all of the following criteria by December 31, 2002:

a. Has at least seven (7) years of service as a sworn law enforcement officer with the City;

b. Has at least a minimum Overall rating of "Satisfactory" on his last three (3) annual performance evaluations; and

c. Possesses at a minimum an AA/AS degree or higher from an accredited institution of higher learning in one of the following fields of study:

Accounting; Business Administration; Criminal Justice; Criminology; Education; Finance; Law; Management; Public Administration; Psychology; Social Work; and Sociology.

d. To receive the Senior Police Officer Designation Pay, a member must submit in writing to the Personnel Director a letter requesting approval of the Senior Police Officer Designation Pay and must submit copies of the required transcripts and performance evaluations.

D. Road Patrol Pay Differential.

1. During the term of this Contract, a Road Patrol Pay Differential in the amount of five percent (5%) shall be available to Bargaining Unit members serving on Road Patrol during the time of such service.

2. ~~Beginning October 6, 2002,~~ During the term of this Contract, and through the duration of this Contract During the term of this Contract, the City will pay the Road Patrol Pay Differential of five percent (5%) to each Bargaining Unit member assigned to and working in the Road Patrol unit who has at least seven (7) years of service as a sworn law enforcement officer with the City.

3. A member will be approved for this pay differential only after the police chief has submitted a letter to the Personnel Department requesting approval of the Road Patrol Pay Differential for the member. The pay differential shall be retroactive to the date the member is both assigned to and working in the Road Patrol Unit, but not earlier than October 6, 2002.

E. Community Oriented Policing Services ("COPS") Program Pay Differential.

1. During the term of this Contract, a COPS Program Pay Differential in the amount of seven and one-half percent (7.5%) shall be available to Bargaining Unit members serving in the COPS program during the time of such service.

2. Beginning October 6, 2002, and through the duration of this Contract During the term of this Contract, the City will pay the COPS Program Pay Differential of seven and one-half percent (7.5%) to each Bargaining Unit member assigned to and working in the COPS program.

3. A member will be approved for this pay differential only after the police chief has submitted a letter to the Personnel Department requesting approval of the COPS Program Pay Differential for the member. The pay differential shall be retroactive to the date the member is both assigned to and working in the COPS unit, but not earlier than October 6, 2002.

F. No officer may receive more than one of the following pay differentials at a time: Senior Police Officer Designation Pay; Road Patrol Pay Differential; or COPS Program Pay Differential. Should a member erroneously be paid more than one pay differential at a time, that member must report the error to the Personnel Director immediately, and the member will be required to return the overpaid amounts to the City. Failure to report or re-pay may result in discipline, up to and including termination.

~~G. Action taken by the City under this Article is grievable but not arbitrable.~~

ARTICLE 37. LONGEVITY PAY

All Bargaining Unit members hired before January 1, 2007_shall receive longevity pay for completed years of service as listed below:

Length of Service	Pay Longevity Rate
5 years	$4.00 week
7 years	$6.40 week
10 years	5% of base pay
15 years	7.5% of base pay
20 years	10% of base pay.

All Bargaining Unit members hired on or after January 1, 2007 shall receive longevity pay for completed years of service. Eligible members will receive a lump sum bonus on their longevity date as follows; the bonus is not cumulative.

Length of Service	Longevity Bonus
5 years	$500.00
10 years	$1,000.00
15 years	$1,500.00
20 years	$2,000.00
25 years	$2,500.00
30 years	$3,000.00
35 years	$3,500.00
40 years	$4,000.00

ARTICLE 38. GENERAL SALARY ADJUSTMENT

~~Effective retroactive to October 2, 2005, Bargaining Unit members shall receive a Cost of Living Adjustment ("COLA") of three (3%). See Appendix "D".~~

~~Effective retroactive October 1, 2006, Bargaining Unit members shall receive a COLA of three and one half percent (3.5%). See Appendix "D".~~

~~Effective October 1, 2007, Bargaining Unit members shall receive a COLA of three percent (3%), the City will adjust all Police Officers' pay from a Pay Grade 26 to a Pay Grade 27, reflecting a 5% across-the-board wage increase, and will adjust all Sergeants' pay from a Pay Grade 30 to a Pay Grade 31, also reflecting a 5% across-the-board wage increase. See Appendix "D".~~

1. Effective October 1, 2012, merit increases, except for those employees in the Trainee step, and in Steps 1 and 2, shall be frozen and no employee in any other step shall receive a merit increase. This provision shall "sunset" at 11:59 p.m., September 30, 2013.

2. Effective October 1, 2012, bargaining unit employees shall not receive a Cost of Living Adjustment ("COLA").

3. Notwithstanding the foregoing paragraph, should the City negotiate a COLA totalling greater than five (5%) with the IUPA bargaining units, after ratification of this agreement by the bargaining unit until September 30, 2013, bargaining unit employees shall receive a COLA amounting to the difference between the COLA negotiated with the IUPA bargaining units and five (5%). Example: IUPA bargaining unit employees receive a six (6%) percent COLA, PBA unit employees would receive a one (1%) COLA. This provision shall "sunset" at 11:59 p.m., September 30, 2013.

4. After May 1, 2013, either party may reopen negotiations for the sole purpose of negotiating COLA.

ARTICLE 39. UNIFORMS AND EQUIPMENT

The City agrees to furnish uniforms and equipment for sworn uniform personnel. The City agrees to replace all uniforms and equipment as they become worn, torn, or unserviceable due to wear and tear. Said replacement shall be subject to the approval of the Police Chief or his designated representative.

Uniform officers shall be paid four hundred dollars ($400) annually for cleaning and maintenance of clothes.

Union members who are required to wear non-issued or non-regulation clothing in the course of their job performance, shall receive a clothing allowance of five hundred and fifty dollars ($550) annually; in addition these personnel will receive four hundred dollars ($400) annually for cleaning and maintenance of clothes.

The Chief of the Police Department or his designee, shall select a high quality, MJ approved lightweight, bulletproof vest ("Approved Vest"). The City agrees to reimburse Union members for the initial purchase of an Approved Vest and for replacement of Approved Vests as deemed necessary by the City subject to the following conditions:

1. Union members shall provide the City with proof of purchase of the Approved Vest.

2. If the City reimburses a Union member for an Approved vest or replacement of an Approved Vest, the Union member must wear the Approved vest while on duty and shall be subject to discipline and/or may be required to reimburse the City for the cost of the Approved Vest if the Approved Vest is not worn.

3. One warning shall be given to an Union member prior to the first time disciplinary action is taken pursuant to paragraph 2.

4. The City agrees to provide members of the Union with an initial issue of a departmental approved winter jacket and one pair of departmental approved shoes with replacement on an as needed basis subject to departmental approval.

5. The City and the Union agree that both have a duty to protect the citizens' investment in personnel and equipment. Further, both parties have a duty to extend the life of the aforementioned insomuch as it is reasonably possible. With that in mind the City and the Union agree that the Union and the City will work together in an effort to foster safety incentives and reduce losses due to liability arising out of mechanical failure and driver error.

6. The aforementioned cleaning and maintenance allowance shall be paid the first (1st) Friday in December, and such payment shall be made in one lump sum.

7. The City shall issue gunlocks to members to be used when officer is off-duty and the weapon is not being carried.

ARTICLE 40. TUITION REIMBURSEMENT POLICY

~~Effective October 1, 2006 the City shall reimburse tuition to regular full time members who have been employed for at least one year and successfully completed probationary period. Reimbursement shall be up to 18 credit hours per fiscal year at the in-state undergraduate rate of Florida International University.~~

Effective October 1, 2012, the City Council, in its discretion, may apportion funds for tuition reimbursements to regular full time members who have been employed for at least one year and successfully completed their probationary period and in accordance with the City's Administrative Regulation. Any such reimbursement shall be up to 18 credit hours per fiscal year at the in state undergraduate rate of Florida International University.

ARTICLE 41. OFF-DUTY WORK

The Union and City agree that there exists a community and business need for specialized protective services which are provided by off-duty Police personnel.

In recognition of these community requirements, many sworn Police Officers provide essential services while off-duty (not working for the City of North Miami).

Police personnel working off-duty will continue to be paid by off-duty employers. The City shall not assess off-duty wages of Bargaining Unit members.

Each Officer who works off-duty will be required to file a "Request for Off-Duty Officer" form. Disapproval/approval to work off-duty will be determined by the Police Chief or his designated representative and in accordance with Civil Service Rules and Regulations.

Off-duty work of Bargaining Unit Members shall be subject to the following provisions:

a) Bargaining Unit members are prohibited from working off-duty for a period of time in excess of five (5) hours on a day in which the officer is scheduled to work the midnight shift.

b) Bargaining Unit members are prohibited from working off-duty for more than twenty-five (25) hours during each and any week, with the exception that this limitation shall not apply to such Members working off-duty during annual leave.

c) Bargaining Unit members are prohibited from working more than one off-duty job of greater than 5 hours and a midnight shift back to back without an 8 hour break in between them.

Exceptions to provisions a, b & c may be made by the Police Chief or his designee. Policies and procedures concerning off-duty work and off-duty wages shall be mutually agreed upon by the Union and the Police Chief.

Any Bargaining Unit member who is found to have sustained a compensable line-of duty injury while working on an assigned off-duty law enforcement assignment authorized by the City

will, for the purpose of this Article, be considered "on the job" and will be granted Workers' Compensation benefits in accordance with applicable Florida State Statutes; and will be granted supplemental pay from the date of the injury or illness in accordance with Article VII of Chapter 15, Sections 15-201 through 15-207 of the Code of Ordinances of the City of North Miami. Nothing in this paragraph shall be construed to relieve any third party so employing off-duty Bargaining Unit members from said party's responsibilities under Workers' Compensation laws, nor shall the City assume the responsibilities of said employers.

ARTICLE 42. CITY GRIEVANCE PROCEDURE

Recognizing that the City may wish to file a grievance against the Union due to Union violations of a specific provision or provisions of this agreement, the following procedure shall apply in such instances:

STEP A: The City shall reduce the grievance to writing within three (3) calendar days following discovery or recognition of a Union violation of part or parts of the agreement and submit a notice of grievance to the president of the Union within three (3) calendar days. If not submitted within the stated time limit, the grievance shall be automatically considered as abandoned.

STEP B: The Union president shall take direct action to provide a remedy for the grievance as deemed appropriate in order to provide a remedy to the subject grievance.

STEP C: The Union shall respond in writing to the City Manager or his designated representative within fifteen (15) calendar days of receiving notice of grievance. Failure to reply to the City within the prescribed time limits shall be construed as Union rejection of the subject grievance and will entitle the City to take the grievance to the next step within the grievance procedure.

STEP D: If, after receiving the Union's reply to the notice of grievance within the appropriate time frame, the grievance is not satisfactorily resolved, such grievance shall be presented to an impartial neutral for final resolution in accordance with the provision of Article 24, "Arbitration of Grievances."

ARTICLE 43. MILITARY LEAVE

A. The City will comply with the Uniformed Services Employment and Reemployment Rights Act ("USERRA") and Chapter 115, Florida Statutes.

B. Upon returning from military leave, an employee will be reinstated at the same pay grade/step he or she earned prior to taking military leave, in addition to any cost of living increases that were given during the leave. An employee may request, in writing to his supervisor, adjustments to schedules for military weekend drills. Such requests shall be submitted at least fourteen (14) days prior to the drill date. Determinations under this Article are not grievable or arbitrable, but the employee may request a review by the Police Chief.

ARTICLE 44. DRUG AND ALCOHOL TESTING

1. The City and the Union recognize that employee substance and alcohol abuse may have an adverse impact on City government, the Department's operations, the image of City employees, the general health, welfare, and safety of the employees, and to the general public at large. As to all drug and alcohol testing subject to this Article, other than random testing, the parties agree that the City 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, drugs, or alcohol. For random drug and alcohol testing, Bargaining Unit members must submit only to urine testing, or other type of testing with the consent of the Union, to detect the presence of any controlled substance, drugs, or alcohol.

2. Bargaining Unit members are prohibited at all times from using or being under the influence of drugs or controlled substances. Bargaining Unit members are prohibited from selling or possessing drugs or controlled substances except in the course and scope of their official duties. "Drugs or controlled substances" as used in this Article shall be defined as illegal substances, controlled substances, substances which may legally be prescribed but which are not prescribed for the particular employee and/or prescribed drugs used by the particular employee in non-conformance with the prescription.

Bargaining Unit members are prohibited from consuming alcohol on duty. Bargaining Unit members are also prohibited from abusing alcohol off duty to the extent that, when the Bargaining Unit member is on duty, such use and/or abuse renders him unable to perform the essential functions of his job.

3. The City has the right to randomly drug/alcohol test up to fifty percent (50%) of all Bargaining Unit members during the contract period. No member shall be randomly tested more than two (2) times during the contract period.

The City also has the right to drug/alcohol test any Bargaining Unit member who:

a. is being promoted;

b. while on duty or while operating a City vehicle is the operator of a vehicle involved in a vehicular accident which accident resulted in property damage greater than $1000.00 or resulted in any involved party going to the hospital with injury(ies);

c. is involved in any Workers' Compensation incident or accident which requires immediate medical attention for any person; or

d. is receiving a transfer to any of the following units: i) Internal Affairs; ii) D.A.R.E.; iii) School Resources; iv) Park Police; v) SIU; vi) CSU; and vii) any other unit mutually agreed upon by the Police Chief and the Union.

4. In addition to random testing, the City may apply the reasonable suspicion standard, as defined by applicable law, in ordering testing for drugs, controlled substances, and/or alcohol, as appropriate.

5. 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, drugs, or alcohol by its employees.

6. All tests shall be analyzed in medical laboratories licensed and approved by the Agency for Health Care Administration using criteria established by the US Department of

Health and Human Services. The standards to be used for employee drug testing are those provided for by Chapter 440.01, et seq., Florida Statutes [Florida Drug-Free Workplace Act], for "special risk" employees, and the City's existing Drug Free/Alcohol Free Workplace Policy, Administrative Regulation 1-72, as it may be amended from time to time, which is applicable to the Bargaining Unit members. In the event of a conflict between that policy and this Agreement, the terms of the Agreement will prevail. Accordingly, in the event an employee's test results are positive, a second test, different from the first, shall be conducted in accordance with Chapter 440, Florida Statutes, and the City's Policy to verify the results.

The City shall notify any Bargaining Unit member who has been tested pursuant to this Article of his right to obtain the test result by giving to the Bargaining Unit member a Request for Test Results form in the format provided at Appendix G. To obtain a copy of his test results, the Bargaining Unit member must sign the Request and return it to the Personnel Director, or his designee.

Confirmed positive results of any test conducted pursuant to this Article shall be handled as part of an Internal Affairs Investigation. Tests results are not to be made public unless required by law.

7. Following a determination that an employee violated this Article, the employee may be subject to discipline up to and including termination from employment. However, if an employee is subjected to random testing for alcohol, and a determination is made that the employee had an alcohol concentration of 0.02 or higher, but lower than 0.04, then the employee, so long as the determination is the first such determination during his employment with the City, shall be referred to a rehabilitation program and subject to discipline up to, but excluding, termination. Furthermore, after completion of the rehabilitation program, the employee may be

subject to random follow-up testing as provided in the City's Administrative Regulation. Additionally, if during the follow-up testing period, the employee possesses, uses, is under the influence, or tests positive for alcohol or drugs while at work or while operating any City or personal vehicle on or off duty, or if the employee's off-duty alcohol or drug consumption affects in any way his job performance and/or attendance, the employee will be immediately removed from employment with the City and shall not have the right to contest the removal in any way.

8. The parties agree that any employee refusing to submit to testing in accordance with the provisions of this Article may be subject to discipline up to and including termination from employment.

9. Tests will not be administered in mobile units.

ARTICLE 45. TRAINING

On a monthly basis, the City shall post a list of all training courses to which the City is considering sending members of the Union. The City shall use its best efforts to give all Union members an opportunity to receive appropriate and relevant training.

The provisions of this Article and the City's decision as to which members of the Union receive training are not grievable.

Procedures for assignment of training among Bargaining Unit members may be a topic of discussion of the Labor Management Committee.

ARTICLE 46. TAKE HOME VEHICLE PROGRAM

1. Eligibility:

   A. Bargaining Unit members must live within a 30 mile radius of the main police station.

   B. Officers must be in permanent status.

2. Use of Vehicles Off Duty:

   A. Residents of the City of North Miami.

      1) Unlimited personal use within the City. (Except for bars & lounges)

      2) Use outside the City is restricted to Portal to Portal court appearances, except as otherwise approved by the Police Chief or his designee.

      3) May not transport any non-sworn City personnel or any other person, in the vehicle without approval of the Police Chief or his designee.

   B. Residents outside the City of North Miami.

      1) Portal to Portal, to Station or Court only, unless other use approved by the Police Chief or his designee.

      2) May not transport any non-sworn City personnel or any other person in the vehicle, without approval of the Police Chief or his designee.

3. Other Requirements:

   a. All fueling, washing, waxing, etc. of vehicle will take place on duty.

   b. Mechanical maintenance of the vehicle is prohibited unless specifically authorized. Prohibition does not include changing of flat tires.

   c. Bargaining Unit members taking leave of four (4) days or more shall leave their take home vehicle at the station during the period of their leave.

d. Specific rules regarding this program are in the City's Administrative Regulation 1-56.

e. Officers in the program who reside outside the City within a 30 mile radius will be charged a use fee of $.30 per mile from their residence to the City limits of City of North Miami The maximum number of vehicles allowed to participate in this program shall be 60 vehicles.

f. Unit employees utilizing City motorcycles shall be charged a fee which is 46.67 percent of the fee specified in Section e.

g. Injuries sustained by officers driving a take home vehicle off-duty shall not be considered an on the job injury.

ARTICLE 47. CONCLUSION

If any provision of this Collective Bargaining Agreement is in conflict with any law, ordinance or resolution over which the City Manager has no amendatory power, the City Manager shall submit to the City Council an proposed amendment to such a law, ordinances or resolutions, within ninety (90) calendar days. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provisions of the collective Bargaining Agreement shall not become effective. The City administration shall expedite such proposed amendments to the City Council.