MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NORTH MIAMI, FLORIDA, AND
INTERNATIONAL UNION OF POLICE ASSOCIATIONS,
AFL-CIO (LOCAL 6009 BLUE COLLAR)

This Memorandum of Understanding (MOU) is entered into this ___ day of December, 2018 by the City of North Miami, Florida, a Florida municipal corporation (the “City”), and the International Union of Police Associations, AFL-CIO (“IUPA”) (collectively referred to as “Parties).

WHEREAS, the City and IUPA are parties to a Collective Bargaining Agreement (“CBA”) covering the period October 1, 2018 through September 30, 2021, which sets for the terms and conditions of employment for employees that comprise the IUPA blue-collar bargaining unit; and

WHEREAS, Article 12 of the CBA provides sets forth the Parties’ agreement as it relates to employee access to City sponsored health insurance; and

WHEREAS, Article 12, Sections 12.2 and 12.3 detail that employees pay a weekly contribution for health insurance and the City subsidizes the balance of the premium; and

WHEREAS, the Parties have agreed that, for the 2019 calendar year, weekly premiums will be waived and the City will increase its monthly health insurance subsidy.

NOW, THEREFORE, the Parties intending to be legally bound, do hereby stipulate and agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. Article 12, Sections 12.2 and 12.3 of the CBA are amended as follows:¹

   * * *

   12.2 Individual Coverage

¹ Proposed additions to the CBA are indicated by underline and deletions indicated by strike.
12.2.1 HMO - If the employee selects HMO coverage, he/she will pay $10.00 per week for single health coverage, except that this weekly payment will be waived for the entire 2019 calendar year (January 1, 2019 through December 31, 2019). The City will pay the balance of the monthly medical premium if the employee selects the lowest cost HMO plan.

12.2.2 POS - If the employee selects POS coverage, he/she will pay $10.00 per week for such single health coverage plus the difference in cost between the total premium for the POS plan and the total premium for the HMO plan, except that for the 2019 calendar year, the City will waive the weekly payment.

12.3 Dependent Coverage

12.3.1 HMO - If the employee selects HMO coverage, the City will contribute the equivalent of its share of the Single HMO medical premium toward HMO Couple and Family coverage. In addition, for the duration of this Agreement, except as modified for the 2019 calendar year, the City will contribute $150.00 per month toward the dependent medical coverage for HMO Couple employee and spouse/partner or employee and child(ren) coverage and $250.00 per month toward the dependent medical coverage for HMO Family coverage. For the 2019 calendar year, the City will increase its monthly contribution to $200.00 per month for HMO Couple employee and spouse/partner or employee and child(ren) coverage and $350.00 per month for HMO Family coverage.

12.3.2 POS - If the employee selects POS coverage, the City will contribute the equivalent of its share of the cost of the Single HMO medical premium toward POS Couple, Child(ren) and Family coverage. In addition, for the duration of this Agreement, except as modified for the 2019 calendar year, the City will contribute $150.00 per month toward the dependent medical premium for POS Couple and Children coverage and $250.00 per month toward the dependent medical premium for POS Family coverage. For the 2019 calendar year, the City will increase its monthly contribution to $200.00 per month for POS Couple and Children coverage and $350.00 per month toward POS Family coverage.

***

3. This MOU only modifies portions of Articles 12 of the CBA (as detailed herein) and does not modify any other sections or Articles contained in the CBA, nor shall any other modification not mentioned herein be incorporated into any successor CBA between the Parties unless mutually agreed to in writing.
4. If the Parties ratify a successor collective bargaining agreement that contradicts this MOU, the terms of the ratified successor collective bargaining agreement shall apply and this MOU shall be of no force and effect.

5. The Parties agree that this MOU represents the Parties' entire agreement and it cannot be amended or modified without the express consent of the Parties.

6. The Parties signify their agreement with this MOU by affixing their signatures below.

7. This MOU shall become effective upon the execution by the Parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Council of the City of North Miami and by the Union, by and through its appointed representative, attested to and duly authorized to execute same.

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO

By: __________________________
   Its Duly Authorized Representative

ATTEST: _______________________

Michael A. Etienne, Esq.
City Clerk

CITY OF NORTH MIAMI

By: __________________________
   Larry M. Smyth, CPA
   City Manager

APPROVED AS TO FORM:

_____________________________

Jeff P. H. Cazeau, Esq.
City Attorney
To: The Honorable Mayor and City Council
From: Joseph Roglieri, Jr., Personnel Director
Date: November 13, 2018
RE: Memo of Understanding/IUPA Blue Collar Collective Bargaining Agreement

RECOMMENDATION

Approve the terms of the Memorandum of Understanding between the City of North Miami and the IUPA Blue Collar Unit.

BACKGROUND

We have reached an agreement with the IUPA Blue Collar Unit for a memorandum of understanding concerning the increase in the amount of the City's contribution towards employee and dependent health insurance for calendar year 2019. The following is a summary of the MOU:

- Waive $10 weekly cost for employee only coverage.
- Increase City contribution towards employee and spouse and employee and children coverage from $150 to $200.
- Increase City contribution towards family coverage from $250 to $350.

COSTS

The cost for the above increases based on current utilizations is $71,555, which is a portion of the savings achieved through this year's carrier change process.

ATTACHMENT(s)

The MOU is attached.