

**AGREEMENT BETWEEN
CITY OF HIALEAH, FLORIDA**

AND

DADE COUNTY POLICE BENEVOLENT ASSOCIATION

OCTOBER 1, 2013

THROUGH

SEPTEMBER 30, 2016

AGREEMENT

This Agreement entered into this ____ day of _____, 2014, by and between the City of Hialeah, Florida (hereinafter referred to as the "City") and the Dade County Police Benevolent Association, Inc. (hereinafter referred to as the "P.B.A." or the "Association") is to be effective on the above date, unless otherwise provided herein, subject to ratification by the PBA membership and approval by the City Council and appropriation of the necessary funds to implement said Agreement by the Mayor and/or City Council of the City of Hialeah, Florida.

ARTICLE 1. DEFINITIONS

Bargaining Unit: The City recognizes the Dade County Police Benevolent Association, Inc., as the exclusive collective bargaining agent of the employees within the bargaining unit covered by this Agreement, as described below:

INCLUDED: Sworn Police Officers, Police Sergeants, Police Lieutenants

EXCLUDED: All other employees of the City

Calendar Week: A consecutive period of seven (7) days, the first day of which is Sunday at 12:01 A.M.

Court: Any court (municipal, county, state, or federal), agency or board having subpoena powers and exercising said power on an Officer as a result of action or involvement in, or observance of, a situation while in his capacity as a Hialeah Police Officer.

Employee: The use of the word employee or employees in this Agreement shall be construed as meaning those law enforcement officers of the Hialeah Police Department for whom the Public Employee Relations Commission has recognized the Dade County Police Benevolent Association, Inc., as the collective bargaining agent.

Gender: The use of the masculine or feminine gender, or titles in this Agreement shall be considered as including both genders and is not a sex limitation.

Overtime Rate: Overtime rate of pay is one and one-half (1 and 1/2) times the biweekly pay rate converted to an hourly pay rate for the employee's proper range and step.

Pay Rate: The rate of pay for the employee's grade and step inclusive of all extra payments, such as educational supplements, longevity, special pay or state supplements for qualifications.

Police Officer: An officer who has satisfied the requirements of the State of Florida Criminal Justice Standards and Training Commission and has arrest powers.

Probationary Period: A period of one (1) year from the date of swearing in by the Mayor, if the employee is previously certified by the State of Florida, as a Police Officer, or one (1) year from the date of State certification and swearing in by the Mayor, if not previously State certified. Promotional probationary period shall be nine (9) months. Any time spent on no-duty or light-duty status during a police officer's probationary period will extend the probationary period by the amount of time spent on no-duty or light-duty status.

Reimbursement: Any Officer who resigns or is terminated within three years of graduation from the Police Academy will be required to reimburse the City for the costs associated with academy training.

Seniority: Those rights that accrue to an employee based on longevity in the Department and/or longevity in any rank held in the Police Department. Employees may establish seniority after serving a probationary period as a Hialeah Police Officer. If retained by the City, thereafter, their name shall be placed on the seniority list in the order of their hiring with the department. Employees hired on the same date shall have seniority based on their standing on the eligibility list from which they were hired.

Shift Period: This shall be an eight (8) hour period for employees working a five (5) day workweek or a ten (10) hour period for employees working a four (4) workweek.

Time and One-Half: Time and one-half is one and one-half (1 1/2) times the biweekly pay rate converted to an hourly pay rate for the employee's proper range and step.

Trainee Period: A period of time from the date of hire of an employee until certification by the State of Florida as a police officer and sworn in by the Mayor. The trainee period is not considered time on probation.

Work Week: Forty (40) hours within a calendar work week.

ARTICLE 2. PURPOSE AND INTENT

It is the general purpose of this Agreement to provide, where not otherwise mandated by the Constitution of the United States of America, Constitution of the State of Florida, Charter of the City of Hialeah, Florida, Statute, Ordinance, Resolution or Rules, for wages, benefits, hours and conditions of employment for employees covered by this Agreement, to prevent interruption of work and interference with the efficient operation of the City and performance of City operations and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences and the promotion of harmonious relations between the City and the Association.

ARTICLE 3. JOB DESCRIPTIONS

Section 1. No employee covered by this Agreement shall be required to do work outside his classification except under emergency conditions as determined by the Mayor and/or Chief of Police or anyone properly acting in either of those capacities. It is understood by the parties that the duties enumerated in the job descriptions are not always specifically described and are to be construed liberally.

Section 2. The City agrees to notify the Association of any proposed change in the job description of any classification in this bargaining unit. If the Association is not satisfied with the proposed change, it may appear before the Personnel Board, where, after hearing both sides, a final determination shall be made by the Board.

Section 3. No job description shall be changed for the purpose of avoiding the payment of disability benefits, assignment pay benefits, overtime benefits or any other benefits secured under this Agreement.

ARTICLE 4. RECOGNITION OF THE ASSOCIATION

The City recognizes the Dade County Police Benevolent Association, Inc., as the exclusive Bargaining Agent for the members of the bargaining unit.

ARTICLE 5. REPRESENTATION OF THE CITY

Section 1. The City shall be represented by the Mayor, or a person or persons designated in writing to the Association by the Mayor. The Mayor 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 Mayor or his designated representative to notify the Association in writing of any change in designation of the City's representative for the purpose of negotiations.

Section 2. The City agrees that during the term of this Agreement, it will deal only with the authorized representatives of the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA agrees to notify the City of the names of such authorized representatives as of the execution of this Agreement.

ARTICLE 6. PERSONNEL PRACTICES COMMITTEE

Section 1. The City agrees to meet with the Association, upon demand, to discuss labor/management issues.

Section 2. The Association agrees to meet with the City, upon demand, to discuss labor/management issues.

Section 3. The parties shall be represented by the persons considered necessary by both parties.

Section 4. Attendance at these meetings shall be without loss of pay for on-duty personnel.

Section 5. The City shall tape record and/or keep minutes of these meetings, which shall be maintained and available for inspection for a period of up to two (2) years from the date of each meeting.

ARTICLE 7. MANAGEMENT RIGHTS

Section 1. The Association agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; that the powers or authority which the City has not officially abridged, deleted or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to:

1. the right to determine the organization of City Government;
2. to determine the purpose of each of its constituent departments;
3. to exercise control and discretion over the organization and efficiency of operations of the City;
4. to set standards for service to be offered to the public;
5. to direct the employees of the City, including the right to assign work and overtime;
6. to hire, examine, classify, promote, train, transfer, assign and schedule employees in positions within the bargaining unit;
7. to suspend, demote, discharge, or take other disciplinary action against employees for proper cause;
8. to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;
9. to 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. to establish modify, combine or abolish job/pay positions;
11. to change or eliminate existing methods of operation, equipment or facilities;
12. to determine the methods, means and number of personnel needed or desirable for carrying out the City's mission; and
13. such other rights normally consistent with management duties and responsibilities for operating the City

Section 2. The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Council.

Section 3. Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the Grievance Procedure contained herein.

Section 4. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Hialeah. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

ARTICLE 8. UNFAIR LABOR PRACTICES

Section 1. It shall be an unfair practice for the City or its representatives to:

a. Interfere with, restrain or coerce public employees in the exercise of rights granted in this Collective Bargaining Agreement.

b. Dominate, interfere with or assist in the formation existence of administration of any employee organization, or contribute financial support to any such organization.

c. Encourage or discourage membership in any employee organization by discriminating in hiring, tenure, training or other terms or conditions of employment.

d. Discharge or discriminate against any employee because he has filed an affidavit, petition, grievance or complaint or given testimony or information alleging violations of this Agreement, or because he has formed, joined or chosen to be represented by any employee organization.

Section 2. It shall be an unfair practice for the Association or its representatives or agents to:

a. Restrain or coerce any employee in the exercise of any rights granted under this Agreement, the City Civil Service Rules, State Law, or any other rules or regulations.

b. Cause or attempt to cause any employee to discriminate against another employee because of the employee's membership or non-membership in any employee organization or attempt to cause the City to violate any rights of the employee.

c. Discriminate against any employee because he has signed or filed an affidavit, petition or complaint or given any information or testimony alleging violations of this Agreement.

Section 3. Notwithstanding the provisions of Section 1 and 2, the parties right of free speech (as granted by the First Amendment of the United States Constitution) shall not be infringed upon and the expression of any argument or opinion shall not constitute or be evidence of an unfair labor practice or of a violation of this Agreement provided such expressions contain no promise, or benefit, or threat of reprisal or force.

ARTICLE 9. NO STRIKE PROVISION

Section 1. Strike means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted abstinence in whole or in part by any group of employees 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 picketing or demonstrating in furtherance of work stoppage, either during the term of or after expiration of this collective bargaining agreement.

Section 2. Neither the Union nor any of its officers, agents, elected officials, employees nor any bargaining unit member, covered by this agreement, will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, slowdown, sick out or concerted stoppage of work.

Section 3. Throughout the life of this Agreement, the City agrees that it shall not engage in any unlawful layoff or interruption of work, nor shall it engage in a lockout or other

similar interruption of the right of the Association and its members to fulfill the purposes of this Agreement, to engage in an informational picket, or to otherwise freely express the rights secured under Article 1, Section 6 of the Constitution of the State of Florida.

Section 4. Individual employees who violate any provision of this Article or Chapter 447, Part II, Florida statutes regarding strikes may be dismissed or otherwise disciplined by the City.

ARTICLE 10. TERMS OF AGREEMENT AND RE-OPENING

Section 1. This Agreement shall be effective October 1, 2013, unless otherwise provided herein, subject to ratification by the membership of the Association and approval and appropriation of necessary funds by the City Council of the City of Hialeah, Florida, and shall continue in full force and effect until 11:59 P.M. September 30, 2016, or until a successor agreement is ratified and approved.

Section 2. Notwithstanding the reopener contained in Article 30, Section 1, either party may request in writing to the other beginning April 1, 2016, discussions concerning modifications, amendments and renewal of this Agreement.

Section 3. Either party upon written notice to the other, may request that negotiations be re-opened, at any time, concerning a particular article(s) of the Agreement. Said written notice shall state the reason(s) for re-opening and shall not affect the remainder of the Agreement. The party receiving notice will have the right of refusal with no consequence to this Agreement.

Section 4. Further, it is agreed and understood that this Agreement constitutes the whole agreement between the parties. Unless otherwise agreed, nothing else written, executed, amended or stipulated to by this Agreement, shall be referred to in its interpretation.

ARTICLE 11. VOTING

The City agrees to allow each employee, who is a registered voter within the Hialeah City limits, a reasonable amount of time off, with pay, if necessary, to be determined by his department head, to vote in each local and general election.

The City agrees to allow each employee, who is a registered voter outside of the Hialeah City limits, a reasonable amount of time off, with pay, when the employee is determined by the department head to be reasonably unable to vote outside of working hours.

Any person believing they have a need for time off to vote shall notify the department at least one shift in advance.

ARTICLE 12. NOTICES

Section 1. The City of Hialeah agrees to provide the following notices and information to the office of the Association and the duly elected Association Representative as designated by the President of the Dade County Police Benevolent Association:

- a. City Council Agendas, for all regular and special meetings, plus the summary minutes to each and every meeting.
- b. Personnel Board Agendas, for all regular and special meetings, plus the summary minutes to each and every meeting.
- c. Any other notices or bulletins which the City Administration issues that would affect the terms and conditions of employment of the members covered by this Agreement.
- d. City affirmative action notices; Pension Agendas and summary minutes; proposed budget when issued to Council; and access to all budget working papers upon issuance of the proposed budget.

Section 2. Notices and information shall be distributed to the Association and to the duly elected designated Association Representative on the same day copies are sent to the City Council Members, Personnel Board Members or schedules for posting or distribution to department or division heads.

ARTICLE 13. UNIFORMS

The City agrees that due to the weather conditions in the South Florida area, all members of the Hialeah Police Department required to wear uniforms will wear short sleeve shirts year-round. EXCEPTION: A long sleeve shirt and tie may be worn during a dress formal affair (funeral); said formal dress attire would be at the direction of the Chief of Police.

ARTICLE 14. EXISTING RULES

Section 1. Any alterations, or amendments to the rules, regulations, policies or procedures, shall be presented to the PBA at least one (1) calendar week prior to taking effect. Any dispute arising from a conflict between departmental rules and the Contract will be grievable.

Nothing in this section shall be construed as a waiver of the obligation to bargain any changes in the existing rules, which have the effect of modifying or eliminating any specific benefit under this contract.

ARTICLE 15. IMPASSE

Any impasse in negotiations shall be dealt with in accordance with State Statutes and/or Regulations.

ARTICLE 16. HEALTH INSURANCE PROVISIONS

Section 1. The City offers the following three (3) Options, with regard to Health Insurance to the bargaining unit members. Members may elect to enroll in one of the three options as provided herein. Once a member elects one of the options provided, the member will be enrolled in a term life policy, as provided by the City.

Option 1. CITY OF HIALEAH SELF-FUNDED GROUP HEALTH PROGRAM BASE PLAN

A. The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The

provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider network. The In-Network co-payment for doctor office visits are \$25.00/visit and \$50.00/visit for specialists. In-Network co-insurance for doctor visits only will be paid at 100%, where the City will reimburse the negotiated charges. When utilizing In-Network providers, benefits will be paid at an 80%/20% co-insurance basis. Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments.

B. When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid at 60%/40% co-insurance basis, in accordance with the City of Hialeah's Self-Funded Group Health Program Summary Plan Description "SPD". References to maximum out-of-pocket expenses for in-network providers is \$4,000.00 per person. The deductible for In-Network services shall be \$1,000.00 per individual/ \$3,000.00 per family. Maximum out-of-pocket for Out-of-Network services is \$8,000.00 per person. Prescription drugs will require mandatory generic, if available. \$25.00 annual deductible for prescription drugs. The employee co-payment will be based on a four tier program: \$10.00 generic, \$30.00 brand, when no generic available, with a formulary for brand names drugs \$50.00, when no generic available and more than one (1) brand is available, and self-administered injectable drugs where member is responsible for 20%. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment. Prescription drugs will require mandatory generic, if available. The deductible for Out-of-Network services shall be \$2,000.00 per individual \$4,000.00 per family.

C. Precertification is required, whether In Network or Out-of-Network, for all hospital admissions, outpatient surgery and diagnostic testing. Emergency Room co-pay shall be \$250.00. Urgent Care co-pay shall be \$50.00. Emergency and Non-Emergency Ambulance Services shall be \$75.00 per transport.

D. Effective January 1, 2014 the employee's biweekly contribution shall be:

1. Employee only \$43.27
2. Employee plus spouse \$100.38
3. Employee plus child(ren) \$93.71

4. Family \$140.71

E. The insurance year for purpose of deductibles under “B” above shall be January 1st of each year.

F. Expenses due to a vehicular accident for which the employee and/or his or her covered dependent(s) could have been covered and paid through a statutory required zero deductible Personal Injury Protection (PIP) insurance policy covering a vehicle owned or leased by the participant, and/or his or her covered dependent(s), and for which such insurance was available regardless of whether or not such coverage was actually purchased by the participant, and/or his or her covered dependent(s), and whether or not such insurance was in force at the time of the accident, shall not be payable by the City's Health Insurance Program. This is not intended to preclude from coverage employee A, who is injured in an accident involving employee B's vehicle, when employee B does not comply with this section, unless employee A is a covered dependent under employee B's city insurance.

G. Schedule of Benefits for Comprehensive Major Medical Benefits and a summary of Covered Services as provided on Risk Management's Memorandum dated October 25, 2013.

**Option 2. CITY OF HIALEAH SELF-FUNDED GROUP HEALTH PROGRAM
PREMIER PLAN**

A. The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider network. When utilizing In-Network providers, benefits will be paid at a 90% / 10% co-insurance basis. The In-Network co-payment for doctor office visits are \$25.00/visit and \$50.00/visit for specialists. In-Network co-insurance for doctor visits will be paid at 100% of the negotiated charges. Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments. Prescription drugs will require mandatory generic, if available. The employee co-payment will be based on a three (3) tier program: (1) \$10.00 generic; (2) \$30.00 brand, when no generic available; and (3) \$50.00 with a formulary for brand

name drugs, when no generic available and more than one (1) brand's available. All mail order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment.

B. When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid at 70%/30% co-insurance basis, in accordance with the City of Hialeah's Self-Funded Group Health Program, Summary Plan Description "SPD". References to maximum out-of-pocket expenses for In-Network providers is \$3,000. The deductible for In-Network services shall be \$500.00 per individual/ \$1,000.00 per family. Maximum out-of-pocket for Out-of-Network services is \$6,000 per person. Prescription drugs will require mandatory generic, if available. \$25.00 annual deductible for prescription drugs. The deductible for Out-of-Network services shall be \$750 per individual / \$2,250 per family.

C. Pre-certification is required, whether In-Network or Out-of-Network, for all hospital admissions, outpatient surgery and diagnostic testing. Out-of-Network hospital benefits will be capped at the maximum allowable Medicare reimbursement rate or outpatient surgery (Out-of-Network), per day (maximum 3 days). Emergency Room co-pay shall be \$250.00. Urgent Care co-pay shall be \$50.00. Emergency and Non-Emergency Ambulance Services shall be \$75.00 per transport.

D. Effective January 1, 2014 the employee's biweekly contribution shall be:

1. Employee only \$73.15
2. Employee plus spouse \$169.66
3. Employee plus child(ren) \$158.37
4. Family \$237.82

E. The insurance year for purpose of deductibles under "B" and "C" above shall be January 1 each year.

F. Expenses due to a vehicular accident for which the employee and/or his or her covered dependent(s) could have been covered and paid through a statutory required zero deductible Personal Injury Protection (PIP) insurance policy covering a vehicle owned or leased by the participant, and/or his or her covered dependent(s), and for which such insurance was available regardless of whether or not such coverage was actually purchased by the participant, and/or his or her covered dependent(s), and whether or not such insurance was in force at the time of the accident, shall not be payable by the City's Health Insurance Program. This is not

intended to preclude from coverage employee A, who is injured in an accident involving employee B's vehicle, when employee B does not comply with this section, unless employee A is a covered dependent under employee B's city insurance.

G. Schedule of Benefits for Comprehensive Major Medical Benefits and a summary of Covered Services as provided on Risk Management's Memorandum dated October 25, 2013.

Option 3. HEALTH MAINTENANCE ORGANIZATION (HMO).

A. The City agrees to contribute up to the following monthly amounts per employee to offset the cost of the alternate Health Maintenance Organization (HMO) Plan, approved by the City.

Effective January 1, 2014, the City monthly HMO contribution shall be:

1. Employee only \$259.38
2. Employee plus one dependent \$467.57
3. Employee plus two or more dependents \$675.75

Should the actual premium charged by the HMO be greater than the contribution made by the City for either employee only, employee plus one dependent or employee plus two or more dependents, the employee will be responsible for any difference in premium cost. The City understands that the HMO coverage provided by the City has a limited service area in South Florida. As an alternative to those eligible retirees who reside outside the service area and wish to procure group health coverage through an alternate HMO carrier, the City will provide a contribution that will be no more than what the City contribution would be if the retiree had selected the HMO Option 3. In order to receive this contribution, the retiree will provide proof of purchase of individual single coverage through an alternate HMO carrier.

B. Any employee, whose spouse is also employed by the City, will be allowed to carry Dependent coverage.

C. An employee participating in Option 1, 2 or Option 3 is eligible to participate in a group dental plan selected by the parties. The total cost of the dental plan shall be paid by the employee.

Section 2.

The parties to this Agreement, agree that there shall be an annual, two (2)-week open enrollment period during two (2) weeks in November. Such open enrollment shall be for the purpose of employees currently enrolled in Options 1, 2 or 3, to enroll in the plan of their choice.

It is understood and agreed that an insurance coverage change made during this open enrollment period, shall become effective the following January 1st.

The City understands that the HMO coverage provided by the City has limited service area in South Florida. As an alternative to those eligible retirees who reside outside the service area and wish to procure group health coverage through an alternate HMO carrier, the City will provide a contribution that will be no more than what the City contribution would be if the retiree had selected the HMO Option 3. In order to receive this contribution, the retiree will provide proof of purchasing individual single coverage through an alternate HMO carrier.

Section 3. The City will assess the economic feasibility of a Section 125 Premium Only FICA Tax Savings Program, at no administrative expense to the City, and make every effort to implement such a tax savings program.

Section 4. Life Insurance Benefit shall be \$10,000. Upon reaching age 65 and retirement from the City, the life insurance benefit will be reduced to \$2,000. The City also provides to employees participating in group health insurance an additional, optional group rate \$35,000 life insurance policy. The cost of such policy to be paid in total by the employee.

Section 5.

- a. All employees who retire in a vested retirement under Hialeah Code §70-239, shall be given the option to obtain or continue any group health insurance offered to City employees but only at the full cost of the premium for such group health insurance (single, double or family offered by the City).
- b. All employees who retire with a total and permanent disability based on non-job related injury and circumstances shall pay the full cost of the insurance premium for group health insurance (single, double or family coverage offered by the City).

ARTICLE 16.1 LINE-OF-DUTY INJURIES

Section 1.

An employee who sustains a line-of-duty injury and who has been determined to be entitled to receive benefits according to Hialeah Code § 70-66(b), shall be carried in full pay status and eligible to receive up to 100% of their salary at the time of the injury, less any money received for Workers' Compensation benefits for a period not to exceed twenty-six (26) weeks.

Section 2.

If the injury renders the employee disabled from performing the employee's duties in the classified service beyond the twenty-six (26) weeks referred to in Section 1, the employee shall receive an amount of money equal to seventy-five percent (75%) of the employee's salary at the time of injury, less any money received for Workers' Compensation or Retirement benefits, if applicable, for an additional seventy-eight (78) weeks.

Section 3.

Any employee who receives benefits extending beyond twenty-six (26) weeks as authorized by Hialeah Code §70-67 shall continue to earn and accrue full leave credits as long as the employee is carried in pay status.

Section 4.

Any employee denied entitlement to disability benefits, pursuant to this Article, shall have the right to grieve such denial under Article 29, Grievance Procedure, of the Collective Bargaining Agreement.

Section 5.

The insurance premium of an employee receiving benefits, pursuant to Hialeah Code § 70-67 (formerly Section 24-14) shall be the same as an active employee until one hundred and four (104) weeks of benefits are exhausted (initial 26 weeks plus additional 78 weeks). After 104 weeks, or extended if the employee is completing the application for disability retirement, employees who have not been accepted/classified permanently and totally disabled, in accordance with requirements of Florida Workers' Compensation Law, shall be responsible for the full cost of health insurance for any dependent coverage.

Section 6.

An employee diagnosed as permanently and totally disabled as a result of an in-line-of-duty accident/injury, who is unable to perform any work within the department, notwithstanding any reasonable accommodations made for that employee's particular disability, or who has been receiving disability benefits for one hundred and four (104) weeks shall be required to submit an application and complete the process, including, but not limited to, attending scheduled doctor's appointments for disability retirement.

Section 7.

Any employee who fails to comply with the requirement to submit an application and complete the process for disability retirement or any and all other regulations, including but not limited to, statutory obligations under the Florida Workers' Compensation law, including complying with doctor-mandated work restrictions, with respect to the employee's line-of-duty injury, shall have the employee's benefits suspended, pursuant to this Article and/or the applicable Code provision, pending compliance. If at the end of the one hundred and four (104) weeks, the employee has not complied with the requirements for disability retirement as set forth in Section 6 above, the employee's benefits under this Article will be forfeited.

ARTICLE 17. SEVERABILITY CLAUSE

It is understood and agreed that if any part of this Agreement is in conflict with Federal or State Constitution or Statutes, or Provisions of the City Charter, Ordinance, or Resolutions, such part shall be suspended and the appropriate provisions shall prevail and the remainder shall not be affected thereby.

It is further agreed that in the event of such occurrence, the parties shall meet immediately and negotiate substitute provisions for such parts or portions of the contract in conflict or rendered invalid.

ARTICLE 18. COMPENSATION FOR OFF-DUTY TRAINING

Employees in the bargaining unit will be compensated for hours spent in off-duty training at the rate of one and one-half (1-1/2) times their hourly rate of pay, when required by the Department to attend training for the purpose of retraining or the continuing education and training of Police Officers.

ARTICLE 19. OVERTIME

Section 1.

Pursuant to Section 7(k) of the Fair Labor Standards Act, all work performed in excess of eighty-six (86) hours, within a 14-day work period, shall be considered overtime work. Paid holidays, vacation and compensatory time shall be considered work performed for the purpose of counting the eighty-six (86) hours in a 14-day work period. Paid or unpaid sick leave, disability

leave (Section 70-66 and/or 70-67), or leave without pay shall not count as work performed for the purposes of counting the eighty-six (86) hours within a 14-day work period. Employees performing overtime work shall, at the discretion of the employee, be given compensatory time at the rate of time and one-half or pay at the rate of time and one-half.

Section 2:

a. Any employee with more than 480 hours of accumulated compensatory time or who by working a holiday, court or stand-by would accumulate greater than 480 hours of compensatory time, shall be paid overtime in all instances. Employees upon reaching 480 hours of compensatory time, shall no longer have the option of compensatory time or overtime, but instead, shall be paid for all overtime.

b. In the event of an employee's permanent disability or death, 100% of his accumulated compensatory time shall be paid to the employee or his estate, at the hourly rate of pay in effect for that employee at the time of his permanent disability or death.

Section 3. The parties agree that overtime hours shall not be used in the computation of arriving at average earnings for the purpose of establishing pension benefits.

Section 4. 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 by the Chief of Police.

Section 5.

When it is necessary for the Department to require bargaining unit employees to return to work, not on their regular assigned shift, the City agrees to compensate the employee for a minimum of three (3) hours pay at the established rate of one and one-half times his biweekly pay rate converted to an hourly rate or three (3) hours compensatory time at time and one-half (i.e., 4 1/2 hours).

Section 6.

For off-duty court appearances, within Miami-Dade County when subpoenaed as a Hialeah Police Officer on matters relating to the official performance of the Officer's duties as a Hialeah Police Officer, a minimum of three (3) hours pay at one and one-half times his hourly rate shall apply or three (3) hours compensatory time at time and one-half (i.e., 4 1/2 hours). Court time shall begin at subpoena time and shall end when dismissed by the court for the day.

For the purposes of Worker's Compensation coverage from portal to portal while traveling via the most direct route to and from court, an employee absent from the City under this provision shall be considered on duty while acting within the scope of his duties as a Police Officer.

Section 7.

For off-duty court appearances, outside Miami-Dade County when subpoenaed as a Hialeah Police Officer on matters relating to the official performance of the Officer's duties as a Hialeah Police Officer as a result of change of venue, etc., it shall first be necessary to obtain the authorization of the Chief of Police. Said off-duty court appearances outside Miami-Dade County shall be compensated at a minimum of three (3) hours pay at the established rate of one and one-half times his hourly rate of pay or three (3) hours compensatory time at time and one half (i.e., 4 1/2 hours). Court time shall begin at subpoena time and shall end when dismissed by the court for the day.

For the purpose of Worker's Compensation coverage from portal to portal while traveling via the most direct route to and from court, an employee absent from the City under this provision shall be considered on duty while acting within the scope of his duties as a Police Officer.

Section 8. If subpoena time for a court appearance is one (1) hour or less before the beginning of the Officer's regular duty shift, the court appearance shall be treated as a shift extension and shall be paid in the same manner.

ARTICLE 20. DIRECT ECONOMIC PROVISIONS

The City agrees to provide the following benefits for the members of the bargaining unit:

Section 1. Holidays

a. Effective October 1, 2013, there shall be twelve (12) paid holidays for bargaining unit members. Any employee, whose shift begins on a day recognized under the Holiday Article of this Contract as a Holiday, shall be compensated at the rate of time and one-half (1 and 1/2) for his entire shift, not to exceed his normal shift. The employee will be allowed to choose between compensatory time or pay. The holidays are as follows:

Columbus Day	2 nd Monday in October
Veterans' Day	November 11 th
Thanksgiving Day	4 th Thursday in November
Friday after Thanksgiving Day	Day after Thanksgiving Day
Christmas Day	December 25 th
New Year's Day	January 1 st
Martin Luther King, Jr.'s Birthday	3 rd Monday in January
Presidents' Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Floating Holiday (10 hours) (Not be accrued)*	To be taken off with mutual consent of employee and Department Head.

*Except that the floating holiday for Fiscal year 2013-2014 will not be paid.

a. In the event that one of the above named holidays occurs during the course of an employee's vacation, then the employee's vacation may be extended by one day, or the employee at his option may be given compensatory time at straight time for said day.

In the event that one of the above named holidays occurs while an employee is on sick leave, the employee may receive holiday leave and shall not be charged sick leave on that day providing that the employee submits a doctor's note.

Employees who are forced to take a holiday off, will be paid their regular rate of pay for that day. Employees who work an eight (8) hour shift shall be given eight (8) hours off with pay. Employees working a ten (10) hour shift shall be given ten (10) hours off with pay.

c. If an additional holiday (such as an extra day for Christmas or New Year's Day), is given outside of negotiations or impasse by the City Council to another Bargaining Unit, then such holiday shall be given to all bargaining unit members.

Section 2. Vacations:

a. In the event that a death in the family occurs while the employee is on vacation, the employee shall be entitled to funeral leave as described in the Civil Service Rules and Regulations, Rule XIII, Section 5, Sub-Section h, provided the employee notifies the Department of such death prior to the end of his vacation. Time charged to funeral leave under Civil Service Rules and Regulations shall not be charged against the employee's vacation time.

b. Where an illness of more than three (3) days occurs during a vacation, and the employee produces a doctor's note to the employee's Department Head or designee within five days of returning to work, the employee may charge this time to sick leave, in accordance with Civil Service Rules and Regulations, and such time charged to sick leave shall not be charged against the employee's accrued vacation.

c. The City will continue to provide prepaid vacation checks in accordance with the provisions and procedures previously established.

d. Effective December 4, 1997, the Vacation Schedule accrual shall be:

1	-	4 years.....	80 hours
5	-	6 years.....	120 hours
7	-	8 years.....	130 hours

9 -	10 years.....	140 hours
11 -	12 years.....	150 hours
13 -	14 years.....	160 hours
15 -	16 years.....	170 hours
17 -	18 years.....	180 hours
19 -	20 years.....	190 hours
	21 years and over.....	200 hours

e. **Vacation Accrual** - It is intended that vacation time will be taken within the calendar year in which it is due. However, upon approval of the Department Head, vacation time may be accumulated as follows: Bargaining unit employees shall be permitted to continue to accumulate a maximum of 300 hours of accrued vacation time. Those members who currently exceed the maximum of 300 hours will be permitted to keep the time they have in excess of 300 hours until such time as they use any portion of the time or go below 300 hours. Once an employee who currently exceeds 300 hours, uses any portion of this current maximum the remaining time becomes the new maximum. Once said employee drops below the maximum of 300 hours, the maximum he can accumulate will be 300 hours.

Section 3. Sick Leave

A. For those employees working an 8-hour shift the following applies:

The parties agree that care and discretion shall be exercised by Management and the Union in order to prevent the abuse of sick leave privileges. Excessive absences on account of trivial indispositions must be discouraged. "Excessive absences" are defined as sick leave usage in excess of sixty-four (64)-hours in a consecutive twelve (12)-month period without medical certification that the employee was unable to work, or provide written proof from a medical facility that the employee attempted to obtain an appointment, but was unable to do so. This documentation must be provided within five (5) days of the employee's return to work. After exceeding the sixty-four (64)-hour cap referenced above, discipline appeals will only be permitted when based on discrepancies in the number of hours used or whether the medical documentation was provided, as required. Sick leave used when the City shuts down all or a portion of its operations, or employees who are otherwise requested not to report to work, will

not be taken into account in calculating excess absences. For the purposes of this Article, the consecutive twelve (12)-month period shall commence every January 1st, and continue for a twelve (12)-month period, and every consecutive twelve (12)-month period thereafter.

Failure of 8-hour shift personnel to provide documentation will result in the following:

64.1 – 72.0 hours	oral counseling
72.1 – 80.0 hours	written reprimand and removal from voluntary overtime roster (passed over for two (2) overtime opportunities)
80.1 – 88.0 hours	three (3)-day suspension
88.1 – 96.0 hours	ten (10)-day suspension
96.1 hours or more	termination

B. For those employees working a 10-hour shift, the following applies:

The parties agree that care and discretion shall be exercised by Management and the Union in order to prevent the abuse of sick leave privileges. Excessive absences on account of trivial indispositions must be discouraged. “Excessive absences” are defined as sick leave usage in excess of eighty (80) hours in a consecutive twelve (12)-month period, without medical certification that the employee was unable to work, or provide written proof from a medical facility that the employee attempted to obtain an appointment, but was unable to do so. This documentation must be provided within five (5) days of the employee’s return to work. After exceeding the eighty (80)-hour cap referenced above, discipline appeals will only be permitted when based on discrepancies in the number of hours used or whether the medical documentation was provided, as required. Sick leave used when the City shuts down all or a portion of its operations, or employees are otherwise requested not to report to work, will not be taken into account in calculating excess absences. For the purposes of this Article, the consecutive twelve (12)-month period shall commence on every January 1st, and continue for a twelve (12)-month period, and every consecutive twelve (12)-month period thereafter.

Failure of 10-hour shift personnel to provide documentation will result in the following:

80.1–90.0 hours	oral counseling
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91.1–100 hours	written reprimand and removal from voluntary overtime roster (passed over for two (2) overtime opportunities)
101.1–110.0 hours	three (3)-day suspension
110.1 – 120.0 hours	ten (10)-day suspension
121.1 hours or more	termination

C. Progressive Discipline.

Any employee receiving discipline, pursuant to Section 1 above, in consecutive years, shall be subject to having the prior year's discipline carried over for purposes of progression. For example: An employee receiving the second step discipline in one (1) calendar year shall commence the next discipline in a consecutive year at the 3rd offense step. Discipline in a third consecutive year would commence at the 4th step offense, assuming no greater level than a 3rd step offense was reached in the prior year. Progressive discipline is based on the employee receiving discipline in consecutive years. If an employee does not receive discipline for violations relating to sick leave during the prior year, then the City cannot use progressive discipline for sick leave violations for the following year.

If discipline is carried over pursuant to paragraph C above, resulting in Step 4 discipline, an employee will be required to serve a 20-day suspension prior to termination.

Section 4. Outside Employment While on Sick Leave

No employee shall accept outside employment of any kind or nature whatsoever, during the employee's normal working hours or shift, nor engage in any form of self-employment while on sick leave.

Section 5. Commendation Paid Leave

The Mayor, upon the recommendation of the Chief of Police, shall provide an employee paid leave for each commendation in the following manner:

Officer of the Month--10 hours for use within a calendar year of date of commendation.

Officer of the Quarter--20 hours for use within a calendar year of date of commendation.

Officer of the Year--40 hours for use within a calendar year of date of commendation.

Time provided under this section may not be accumulated, but must be taken off.

ARTICLE 21. TUITION REIMBURSEMENT

The City agrees to provide tuition reimbursement benefits to all members of the bargaining unit under the following conditions and guidelines:

a. Courses must be taken at an accredited institution of higher learning. Reimbursement, however, will be based upon a percentage of the tuition for a the State supported University in Miami-Dade County, rather than for the various independent institutions.

b. The employee must be a degree seeking student in the fields of, management, public administration or criminal justice.

c. The employee must attend classes on his own time.

d. Reimbursement to the employee will be upon completion of a course with respect to the following reimbursement schedule:

A -100% Reimbursement

B - 75% Reimbursement

C - 50% Reimbursement

Grades must be submitted for payment within one (1) month of receipt of grades.

e. The employee will notify the Personnel Department of courses being taken within six (6) weeks of the first day of class.

f. Said tuition reimbursement program shall apply to programs for Bachelor's degree or Master's degree only. Master's degrees, however, would be paid at Master's degree tuition rates, for the State supported University in Miami-Dade County, and would, as is Bachelor's degree study, need to be job related.

g. Tuition reimbursement will be limited to tuition and course-related labs, and only for a maximum of \$2,000 per calendar year for course work taken during the calendar year.

h. Any employee who receives tuition reimbursement under this Article, shall remain employed by the City for a minimum of twenty-four (24) months from the date of completion of any course for which the City has provided the employee reimbursement. If the employee voluntarily leaves, or is terminated for cause, the employee shall reimburse the City all tuition reimbursements received in the prior twenty-four (24) months through a deduction from his/her final paycheck. This provision does not apply to separation by retirement.

ARTICLE 22. LONGEVITY

a. Every member of the unit, upon completion of nine (9) years continuous service shall have added \$15.00 biweekly to their regular pay on the anniversary date of their civil service employment.

b. On the earliest October 1st following the ninth (9th) anniversary date of their civil service employment, when a year or a major fraction of a year has passed and on each October 1st thereafter, the employee shall be entitled to additional longevity pay on a cumulative basis through their 30th year of continuous employment not to exceed \$150.00, in accordance with the following schedule:

10th - 14th year of continuous service

\$4.00 biweekly multiplied by years of service equals total biweekly amount.

15th - 19th year of continuous service

\$4.50 biweekly multiplied by years of service equals total biweekly amount.

20th - 30th year of continuous service

\$5.00 biweekly multiplied by years of service equals total biweekly amount.

After 30 years, no additional longevity pay.

ARTICLE 23. PROMOTION PROCEDURE

a. Promotional examinations for the position of Sergeant shall be given once every other year, and the examinations for the positions of Lieutenant and Captain shall be given once every third year.

b. Promotional examinations shall hereafter be administered as follows:

The Sergeant's examination will be administered in October 2014 and each appropriate October thereafter.

The Lieutenant's examination will be administered in February 2014 and each appropriate February thereafter.

The Captain's examination will be administered in November 2014 and each appropriate November thereafter.

c. Any individual who would be qualified to sit for the examination as of the last day of the appropriate month shall be considered eligible to sit for said examination.

c-1. Eligible applications for the promotional examination for Sergeant shall be entitled to one-fourth ($\frac{1}{4}$) of a point for each full year of service as a Hialeah Police Officer. A minimum passing score must be obtained on the written examination to receive credit for years of service.

c-2. Eligible applicants for the promotional examination for Lieutenant and Captain shall be given a written examination only. A passing grade of 70% on the written examination must be obtained on the written examination to receive credit for service points and education points for Lieutenant and Captain. Eligible applicants for the promotional examination for Lieutenant and Captain shall be entitled to one-quarter ($\frac{1}{4}$) point for each full year of service in the current classification with a maximum of 1.25 seniority points (five years of service) and one-quarter ($\frac{1}{4}$) point for one Associate's Degree, one-quarter ($\frac{1}{4}$) point for one Bachelor's Degree, one-quarter ($\frac{1}{4}$) point for one Master's Degree, for a total of three-quarters ($\frac{3}{4}$) of a point for educational points.

d. At least 150 days prior to promotional examinations, the City shall submit a proposed list of books and/or reference material, from which the examination may be drawn, to the Association.

e. Not later than one hundred and twenty (120) calendar days prior to a test being given, a notice will be posted on the bulletin boards around the City of Hialeah Police Department. Such notice shall contain, in addition to information concerning the date, time, place

and minimum passing grade, a list of books and/or reference material from which the examination may be drawn.

f. As soon as final grades have been determined they will be sent to the Personnel Board for certification at their next regularly scheduled meeting.

g. In any instance in which an individual on a promotional eligibility list is passed over for appointment to a position within the classified service, the City will personally notify that individual prior to the announcement of any appointment. Upon the employee's request, the City will provide the specific reasons for its decision.

h. Police Administration will notify the bargaining unit within thirty (30) days of a promotional vacancy occurring and of its intent to fill or not fill the vacant position.

i. There will be no merging of names from one promotional register to another. Individuals wishing to have their name on a new eligibility list will be required to take the new examination and successfully pass said examination. The life of a promotional register shall terminate upon the certification, by the Personnel Board, of a new eligibility list for the classification.

j. Where possible the City will continue the practice of on-site grading of the examination, the day of the exam.

ARTICLE 24. TRANSFERS

Section 1. It shall be the sole right of the Chief of Police to transfer employees between units of the Department and/or change shift assignments for the betterment of the service or to improve the effectiveness or efficiency of the Department. However, when a transfer and/or shift assignment change means a change in work hours or days off, the employee shall be notified no less than fourteen (14) calendar days prior to the transfer and/or shift assignment change in order to enable the employee to arrange for an orderly change. The fourteen (14) day notice may be waived upon consent of the employee.

This Article does not apply to temporary shift transfers and/or shift assignments, which shall be interpreted to mean transfers and/or shift assignments for no more than thirty (30) days.

Section 2. Transfers and/or shift assignments shall not be used solely for the purposes of discipline.

Section 3. However, the Chief of Police shall continue to have the right to transfer and/or reassign individuals while under investigation until such time as the investigation has been concluded and such investigation transfers shall not be subject to the notice and/or time parameters in Section 1 above.

ARTICLE 25. DISCIPLINARY REVIEW PROCEDURES

Section 1. Notice of Disciplinary Action

No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any law enforcement officer unless such law enforcement officer is notified of the action and the reason or reasons therefore, prior to the effective date of such action.

Section 2. Rights of Officers While Under Investigation

Whenever a law enforcement officer of the City of Hialeah is under investigation and is subject to interrogation by members of his agency or the Disciplinary Review Board, for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.

b. Where possible and appropriate, the interrogation shall take place in the Hialeah Police Department.

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 officer and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one (1) interrogator at any one (1) time.

d. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogations, whether the investigation is criminal or administrative in nature, and he shall be informed of the name of all complainants and witnesses against him, as well as be allowed to review all of the written statements of all complainants and witnesses against him immediately prior to the beginning of the investigative interview.

e. Interrogating sessions shall be 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 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.

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 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 times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.

In addition, witness officers will be given the opportunity to consult with counsel or any other representative of their choice at any time during interrogation should, in the opinion

of the witness officer or the investigator, the interrogation has reached the point that the witness officer has potentially become a subject officer. If, upon such consultation it is determined that the witness officer has, or will, in all probability become a subject officer, then the interrogation will be halted for a reasonable period of time, as determined by the investigator, to allow for such counsel or representative to respond and represent the subject officer.

j. Except as otherwise provided for in this Agreement, no mechanical device, including, but not limited to, polygraph, psychological stress evaluator, et. al., shall be forced onto an accused, nor shall disciplinary actions be taken against an accused who refuses to submit to such tests.

k. The employee who is the subject of a complaint or allegation shall be promptly notified of the disposition upon the conclusion of the investigation. In any investigation in which the charges against the officer cannot be substantiated, the officer shall be deemed to have been exonerated of any charges.

l. Except when an employee has been arrested or indicted or charged by a prosecuting official, the Department, on its own initiative, will not release a photograph or home address of an employee under investigation without the employee's written permission and permission of the Chief of Police.

m. An employee, officially requested by Internal Affairs to sign a statement given by him, may, if he so requests receive a copy of that statement.

n. Any employee of this bargaining unit who is the subject of an internal investigation or review board will have the right to have all documents and reports purged from his personnel file if he is found to be not guilty.

o. Any internal investigation, except where criminal charges are being investigated, shall be completed within sixty (60) days from the date the officer is informed of the initial

complaint. No officer may be subjected to any disciplinary action as a result of any investigation not completed within that time period.

Section 3. Disciplinary Appeal Procedures

a. In Departmental disciplinary cases not involving Internal Affairs Investigations, the Chief of Police, or his designee shall, at the affected employee's request, afford the employee an opportunity at a mutually agreeable date and time, without unreasonable delay, not to exceed 15 days to refute the charges against him/her and/or give reasons for mitigation of the pending discipline, prior to any recommendation being forwarded to the Mayor.

b. No employee shall serve a suspension without pay until an Arbitrator or the Personnel Board has rendered a decision, whichever procedure is applicable.

c. For those employees who are terminated by the City, not falling into subsection b. above, the City agrees to permit a request for an expedited hearing.

d. Employees may appeal suspensions either through the Contractual Grievance Procedure (Article 29) or through the Personnel Board, except for Police Officers in the Academy and Sworn Police Officers serving the initial probationary period. Those employees may be terminated as provided by the Civil Service Rules and Regulations, with or without cause, by the City. An aggrieved employee may waive Step 1 and Step 2 and initiate the grievance procedure at Step 3 within 10 calendar days of the occurrence.

e. Employees suspended for a period of forty (40) hours or less may request forfeiture of accrued leave (annual, sick or compensatory leave) and remain in pay status for the above period of suspension. Such request should be submitted to the Mayor for his approval. Employees exercising this option, upon approval by the Mayor, shall formally waive their right to any further appeal action on said suspension.

ARTICLE 26. DOUBLE BACK DUTY ASSIGNMENTS

No member of the Bargaining Unit shall be required to work any shift that requires the member's return to duty with less than ten (10) hours or eight (8) hours off-duty time depending on the member's assigned schedule, between working assignments, except on an emergency basis as determined by the Chief of Police or anyone lawfully acting in his capacity.

EXAMPLE: A member working the second shift (4:00 PM - 2:00 AM) getting off at 2:00 AM would not be required to report for the first shift (7:00 AM - 5:00 PM). He would instead be allowed to work 12:00 Noon to 10:00 PM on the first day.

ARTICLE 27. SENIORITY PRIVILEGES

Section 1. Providing operational needs have been met and recognizing that the principle of merit will be taken into consideration, seniority in rank will be given preference with respect to days off and vacation time.

Section 2. Employees holding a supervisory rank shall have their seniority based on their date of promotion. Employees promoted on the same date shall have their seniority based on their relative standing on the promotional register from which they were promoted.

Section 3. Seniority shall accumulate for all purposes during paid absences because of illness, injury, vacation, military leave or other authorized leave.

Section 4. In the event of a vacancy in any unit (non-promotional vacancy), seniority will be considered. In addition, when it is determined that a non-promotional vacancy exists, the City shall make all reasonable efforts not to effectuate the filling of any such vacancy during the pendency of a regularly scheduled shift change. The City further agrees to announce all non-promotional vacancies in order to invite anyone interested in making application for the position, the right to do so. The announcement shall be posted, absent a documented emergency, for at least ten (10) working days. When all other factors are equal, seniority will prevail. Employees have the right to an interview with the unit commander to be informed of the reasons they were not selected.

ARTICLE 28. PREVAILING BENEFITS

Section 1. This Agreement shall not be construed to deprive any employee of any benefits or protection granted by the Laws of the State of Florida, Resolutions and Ordinances of the City of Hialeah or Civil Service Rules and Regulations of the City of Hialeah, Florida, now in existence.

Section 2. The City and the Association will meet at the written request of either party to negotiate any proposed changes in those rights and benefits not specifically covered by this Agreement.

ARTICLE 29. GRIEVANCE PROCEDURE

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure in this Agreement for the resolution of grievances or misunderstandings between the parties arising from the application or interpretation of this Agreement. The purpose of this Grievance Procedure shall be for the settlement of disputes between the employer and an employee, or group of employees, involving the interpretation or application of this collective bargaining agreement.

A grievance shall refer to the specific provision or provisions of the Agreement alleged to have been violated. It is further agreed by the Association that employees covered by this Agreement shall make an exclusive election of remedy prior to filing a second step grievance or initiating action for redress in any other forum. Such choice or remedy will be made in writing on the form to be supplied by the City. The Election of Remedy form will indicate whether the aggrieved party or parties wish to utilize the grievance procedure contained in this Agreement or process the grievance in any other forum.

Selection or redress other than through the grievance procedure contained herein shall preclude the aggrieved party or parties from utilizing said grievance procedure for adjustment of said grievance.

To simplify the grievance procedure, the number of days in presenting a grievance and/or providing a reply shall be based upon calendar days. Grievances shall be processed in accordance with the following procedure:

Step 1. The aggrieved employee shall discuss the grievance with his immediate supervisor within ten (10) calendar days of the occurrence, which gave rise to the grievance. The Association representative may be present to represent the employee if the employee desires him present. The immediate supervisor shall attempt to adjust the matter and/or respond to the employee within ten (10) calendar days. The aggrieved employee may waive Step 1 and Step 2 and initiate the grievance procedure at Step 3 within 10 calendar days of the occurrence.

Step 2. If the grievance has not been satisfactorily resolved in Step 1 or waived, the employee, with or without the assistance of the Association representative, shall complete the Election of Remedy form before initiating the grievance to the second step of the Grievance Procedure. When the Election of Remedy form indicates the grievance is to be advanced through the Grievance Procedure, the employee with or without the assistance of the Association representative shall reduce the grievance to writing on the standard form provided for this purpose and present such written grievance to the Chief within ten (10) calendar days from the time the response was received from Step 1 or waived. The Chief shall meet with the employee and/or the Association representative and shall respond in writing to the employee and/or the Association representative within ten (10) calendar days from the receipt of the written grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the employee, with or without the assistance of the Association representative, may present a written appeal to the Mayor within seven (7) calendar days from the time the response was received in

Step 2. The Mayor or his designee shall meet with the employee and/or the Association representative and shall respond in writing to the employee and/or the Association representative within ten (10) calendar days of receipt of said appeal.

Step 4. Arbitration of Grievances: If a grievance has not been satisfactorily resolved within the Grievance Procedure, the Association may request a review by an impartial neutral no later than ten (10) calendar days following receipt of the Mayor's response in Step 4 of the Grievance Procedure. The parties shall jointly request a list of five (5) names from the American Arbitration Association. Within seven (7) calendar days of receipt of the list, the parties shall alternately strike names, the City striking first thus leaving the fifth (5th) name who will act as the Arbitrator. The City and the Association 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 shall confine his consideration and determination to the written statement of the grievance.

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 amend 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 the Agreement, except to the extent as specifically provided. 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 representatives. The impartial Arbitrator's fee and related expenses and expense of obtaining a hearing room, if any, will be assessed to the losing party. However, should the Arbitrator specifically render a split decision, the Arbitrator will render a decision splitting the fees and expenses 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. Copies of the Arbitrator's decision shall be furnished to both parties with the AAA's guidelines, and such award shall be final and binding upon both parties.

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.

Grievances Not Pertaining To The Agreement: Grievances may also be filed by members of the bargaining unit when they feel that procedures, rules or regulations are being misused or unjustly enforced against them. This would also pertain to reprimands, whether oral or written. This type of grievance would be an Intra-Departmental Grievance and would follow the Grievance Procedures as stated above, with the exception of Steps 3 and 4.

Association Grievances: Any grievance, which by its nature should be filed as an Association Grievance on behalf of all members of the unit, shall commence at Step 3. The Mayor shall, however, in such instances have fifteen (15) calendar days within which to respond.

ARTICLE 30. PAY PLAN

Section 1.

Bargaining unit members shall not receive an increase percentage to the base pay for Fiscal Year 2013-2014, to wit: a 0% (zero percent). For Fiscal Year 2014-2015, there will be no increase in base pay from October 1, 2014 through March 31, 2015. On April 1, 2015, there shall be a two percent (2%) salary increase to base pay. For Fiscal Year 2015-2016, there shall be a two percent (2%) salary increase to base pay, effective October 1, 2015. For Fiscal Year 2015-2016, the Union may reopen this section for negotiation of salary increases at any time after June 1, 2016.

NOTE: Step 1 shall be eliminated during the duration of this contract.

Step 2 Trainee time or a certified Police Officer with less than one (1) year experience as a Sworn Officer.

Step 3 Sworn Police Officer with one year experience as a Sworn Police Officer.

Steps 4-8 Merit Steps.

Step 9 Last Merit Step - To be paid to a sworn police officer who has been at Step 8 for two years and to a sworn police officer on the anniversary date after two years at Step 8. See Section 3 of this Article.

Special Longevity - 5% special longevity to be paid to a sworn police officer on the 10th anniversary date of the date of being a sworn City police officer. See Section 3 of this Article.

- a. Non-certified probationary Police Officer Cadets shall start at Step 2 of the Pay Plan above until completion of probation. If an applicant, at the time of employment, is Certified as a Sworn Police Officer with 1 year experience as a sworn Police Officer by the State of Florida, said applicant shall start at Step 3 of the Pay Plan.

Section 2. Promotions

Promotion from Police Officer to Sergeant would go from the step they are currently in to one step lower in the Sergeant range. Promotion from Sergeant to Lieutenant would go from the step they are currently in to two steps lower in the Lieutenant range.

Section 3. Merit Steps

The above pay plan represents ranges dependent upon an individual's classification from which they are to be paid. The first step of each range is the minimum step from which an employee may be paid.

Individuals not at their maximum will be reviewed once-a-year prior to their certified date for consideration of a merit step increase.

Those individuals serving a nine (9) month probationary period will be considered for a merit step at the end of their nine (9) month probationary period, unless extended for the time period that such individuals are on no-duty or light-duty status.

If an employee, after he is reviewed, is denied the merit step, said employee will receive a written statement from the Department Head stating why the merit step has been denied.

Section 4. Clothing:

A. Uniform/Clothing Allowance:

1. The City will continue its present policy with respect to initial issue to new personnel or personnel returning to uniform duty.

2. The City will continue to provide on an exchange as needed basis:

a. Name plate

b. Leather (excluding shoes)

c. Rain Gear

d. Light Jacket

e. Heavy Jacket

f. The City will provide, at no cost to the employee up to maximum allowance of \$450.00, at the employee's election, a Threat Level II, wrap around bullet proof vest, with ventilated sides. Failure to wear a City provided vest while on-duty and in uniform may result in disciplinary action, up to and including dismissal. Additionally, failure to wear a City provided vest may result in denial of 70-67 coverage for injuries sustained while in the course and scope of employment, if the injury could have reasonably been prevented by the wearing of such City provided vest.

3. a. The City will permit uniform personnel to purchase up to \$250.00 of various uniform items per year from the City uniform supplier, with a City voucher. For one year commencing upon City acceptance of a ratified collective bargaining agreement, the City will not issue the \$250.00 voucher to uniform personnel.

4. The City will replace uniforms damaged in the line of duty, not to include extra duty damage, unless such damage occurs while performing sworn law enforcement duties without any charge against the uniform allotment established by this provision.

5. The City will pay the difference between the cost of normal uniform items and special items worn by motorcycle patrol officers and/or Canine unit members, without deducting the excess from the employee's allotment of \$200.00 (i.e., special boots, breeches, etc.).

Non-Uniform Personnel

1. Only detectives who are required to work in field operations shall receive a \$486.00 allowance paid in two installments; \$243.00 to be paid on an off-pay day in January and July. Detectives as described herein will not receive \$250.00 towards this allowance which becomes due within one year of the date of ratification.

2. Any Officer whose clothing is damaged, including time piece, as a result of the performance of his duty will be allotted up to a maximum of \$125 for replacement in any one (1) calendar year, if damaged in the line of duty.

3. Any officer going from uniform to non-uniform will have the amount pro-rated.

Section 5. The City will provide a City-issued firearm for use by police officers or replacement firearms rendered inoperable while on duty or in the alternative, provide up to maximum allowance of \$200.00 towards the actual purchase of a firearm for use by police officers and for replacement firearms rendered inoperable while on duty.

Section 6. All bargaining unit members shall receive \$95.00 biweekly, high hazard duty incentive pay

Section 7. **Specialty Pay.**

The following police officers shall receive a 5% specialty pay:

- Members of the SWAT unit, CRT unit and K-9 unit officers.
- Field training officers (FTOs) are entitled to a 5% specialty pay only for such time when the FTOs are on active status, actively assigned to train and only during such time as the FTO is training the trainee. Management has the sole discretion to recruit, select and assign the number of personnel on FTO assignments.

The maximum specialty pay for each officer shall be 5%. An officer who may be a member of more than one unit eligible for specialty pay is only entitled to 5%.

Section 8. Shift Differential Pay.

See Section 9 of this Article.

A 3% specialty pay shall be given to all sector patrol police officers assigned to the midnight shift (Shift 3). A 2% specialty pay shall be given to all sector patrol police officers assigned to the evening shift (Shift 2). The specialty pay in this section does not include detectives or any other unit or personnel assigned to duties during midnight or evening shift hours. Any officer who receives a specialty pay under section 7 is not entitled to the specialty pay in this section, except a Field Training Officer (FTO) who is on active status, actively assigned to train a trainee and while training the trainee on the evening shift or the midnight shift, is entitled to both the applicable shift differential Specialty Pay described in this section and the 5% Specialty pay for FTOs described in Section 7.

Section 9. Suspension of Shift Differential Pay.

Effective September 1, 2010, Shift Differential Pay, as listed in Section 8 of this Article, shall be suspended. This section supersedes Section 8 as it relates to Shift Differential Pay.

ARTICLE 31. WORK WEEK

Members of the bargaining unit assigned to Administrative duties, light duty and or relieved of duty pending an investigation shall be placed on a 5 day 8 hour work week. All other sworn officers shall be assigned on a 5 day 8 hour workweek or a 4 day 10 hour workweek at the discretion of the City.

ARTICLE 32. PARENTAL LEAVE

An unpaid parental leave for a period of up to six (6) consecutive calendar months shall be available to all sworn bargaining unit members, without loss of seniority. Upon return to active duty, all employees having utilized the parental leave shall be considered as having been continuously employed for the period of said leave.

An employee who returns from parental leave shall have the right to return to the same area of assignment from which said employee went on maternity leave (i.e. Detective bureau,

etc.). An employee who replaces another employee on parental leave may also be returned to his or her prior area of assignment.

ARTICLE 33. PENSION PLAN

Section 1. The Association and the City agree that funding of the Employee's Retirement System shall no longer be on a fixed contributions basis, but rather shall be on an actuarial basis as recommended from year to year by an independent actuary appointed by the Pension Board or as provided by state law. The goal and objective of the system is to be funded at 100%, based upon an amortization of the System liability over a thirty (30) year period.

Section 2.

Existing employees:*

Normal retirement benefits under the 70 point plan provides a 3% multiplier for each year of service up to a maximum of 75% except as provided hereinafter as an additional retirement benefit, and a 2% COLA for 10 years as provided in Hialeah Code. The base pension for the 70 point plan shall be \$1,800.00 annually.

New Employees:**

Normal retirement benefits under the 76 point Plan provides a 3% multiplier for each year of service with a maximum of 75% except as provided hereinafter as an additional retirement benefit, and a 1% COLA for 10 years as provided in the Hialeah Code. No base pension.

Additional Retirement benefits:

For all members who have reached the maximum of 75% based on 25 years of service may receive an additional 1.5% for each additional year of actual service up to a maximum of three (3) years or a total of 79.5%. This section incorporates members who have already attained 25 years of service but have not entered the DROP.

Section 3. Vested Retirement under Hialeah Code §70-239, minimum of 10 years of service with less than 76 points and less than 20 years of service --for new employees hired on or

after March 2, 2014, provides a 2% multiplier for each year of service. Benefits to be paid when retiree reaches the age of 59½ years. No base pension.

Section 4. 70 Point Plan requires a minimum of twenty (20) years of service. Age and years of service, when added together must equal at least seventy (70) points. Likewise, the 76 Point Plan requires a minimum of twenty (20) years of service. Age and years of service, when added together must equal at least seventy-six (76) points.

Annuity. Employee shall have the option to contribute to an annuity account up to seven percent (7%) of the employee's base salary.

Section 5.

Member or employee contribution.

A. Existing employees or members:*

1. Effective upon March 2, 2014, the member contribution to the pension system shall be five (5%) of the annual compensation which includes the same components (salary, special pay, incentive pay and longevity payments) that are used for determining the pension benefits through September 30, 2014.

2. For all subsequent years, the member contribution to the pension system shall be four (4%) of the annual compensation which includes the same components (salary, special pay, incentive pay and longevity payments) that are for determining the pension benefits. If the funding for the pension system exceeds 80%, then the member contribution is reduced to 3%. If the funding for the pension system exceeds 100%, then there will be no membership contribution. At no time will the City underfund the pension system in order to avoid reducing the member contribution as stated herein.

New employees or members:**

The member contribution to the pension system shall be four (4%) of the annual compensation which includes the same components (salary, special pay, incentive pay and longevity payments) that are for determining the pension benefits. If the funding for the pension system exceeds 80%, then the member contribution is reduced to 3%. If the funding for the pension system exceeds

100%, then there will be no membership contribution. At no time will the City underfund the pension system in order to avoid reducing the member contribution as stated herein.

Section 6. On or about October 1st of each year the City shall continue to deduct \$200,000 from the interest earned annuity fund by all in the City employees participating in the City pension plan employee annuity fund. Said prorated amount to be deducted from members of this unit and to be transferred to the pension reserve fund. However, should the annual actuarial report determine that the City contributions to the pension plan is 12% or less, there shall be no such deduction.

Section 7. Employees shall be permitted to buy a maximum of four (4) years service. The cost to be totally paid by the employee, calculated in same manner as the military buy back is calculated. The years of service, purchased under this section, may be used to attain minimum eligibility requirements for normal retirement or maximum benefits under the plan.

Section 8. A member having reached retirement requirements will be allowed to elect joint and survivor options prior to retiring and will retain that election until actual retirement from the System, with the member reserving the right to change such election up to the last day of the member's employ with the City. Should the member die on or off the job, while still employed with the City, the member's spouse would then begin receiving retirement benefits as provided for under the joint and survivor benefits based on age and years of service.

Section 9. Board of Trustees:

- (a) One (1) trustee appointed by the Mayor.
- (b) One (1) trustee appointed by the Council.
- (c) Four (4) trustees elected, one (1) from each group:
Management, AFSCME, PBA and IAFF.

(d) The seventh (7th) member elected by majority vote by the appointed and elected trustees from the membership.

Section 10. Change age requirement to the following:

Individuals under the age 55 must join the retirement system; individuals 55 or older at the employee's option may join the retirement system.

Section 11. This article is not intended to change, alter or modify Chapter 70 of the Retirement Code, as amended.

Section 12. The parties agree that should an early-retirement incentive be offered to any member of the Pension Plan the same early-retirement incentive will be offered to all eligible members of this bargaining unit.

***Employees or members as of March 1, 2014.**

****Employees or members hired on or after March 2, 2014.**

ARTICLE 34. BULLETIN BOARDS

Section 1. The City shall provide bulletin board space, which shall be used only for the following notices:

- a. Recreation and special affairs of the Association
- b. Association Meetings
- c. Association Elections
- d. Reports on Association committees
- e. Copy of Association contract
- f. Association Benefit Programs
- g. Training and educational opportunities

Section 2. The City shall provide the Association space to locate bulletin boards (not to exceed 3' x 4') at the police facilities.

Section 3. The City shall provide the Association with the city email addresses of all bargaining unit members, with the ability to use the city email system for providing notices and information limited to and as specified in Section 1.

ARTICLE 35. SICK LEAVE ACCRUAL

Section 1. There shall be one (1) bank of sick leave time for each employee. Member sick leave balance shall be valued as of the ratification of this Agreement in an amount equal to the sum of hours accrued times the members' current hourly rate.

Section 2. Employees shall be paid upon separation, a percentage of the value of their sick leave bank based upon their total years of service as provided below:

<u>Years</u>	<u>Pay off Percentage</u>
0 - 9	0%
10 and up	100%

Section 3. Sick leave shall be carried as a dollar value based on the rate of pay in effect at the time earned and deducted based on the rate of pay in effect at the time it is used.

Section 4. The value in an employee's sick leave bank at time of separation shall be paid out to the employee based upon the appropriate percentage, given the employee's years of service as of the date of separation.

Section 5. In the event of an employee's permanent disability or death, 100% of the employee's sick leave shall be paid to the employee or his estate.

Section 6. At the employee's option, a maximum of the value of eighty (80) hours of sick leave may be converted to vacation time, annually, as long as the employee has a minimum of 400 hours of accumulated sick leave.

ARTICLE 36. ASSOCIATION REPRESENTATIVES

Section 1. Association/City Conferences.

A. Joint Conferences: All meetings between representatives of the P.B.A. and representatives of the City shall be held at the request of either party upon reasonable written notice to the other party. The P.B.A. or the City shall in the written notice specify their respective authorized representatives and the general nature of the matters to be discussed. Upon receipt of said written notice, the notified party shall, in writing, adequately inform the party giving notice of their authorized representatives for the meetings.

B. Counsel or Representative: Counsel or advisors to representatives of the P.B.A. or the City may, at the will of either, attend any conference or meeting between the P.B.A. and the City.

C. Attendance at Meetings: One (1) duly elected Association Representative shall be allowed time off, without loss of pay, from his regular employment when necessary to attend meetings of the City Council, City of Hialeah Pension Board and/or City of Hialeah Personnel Board, when they have been authorized by the office of the Mayor or Chief of Police,

whenever matters affecting the terms and conditions of employment of all employees of the Association Bargaining Unit are on the agenda of said meeting.

Section 2. Negotiating Committee:

A. The Association shall be represented by a Negotiating Committee of up to five (5) members, said Committee to be designated by the President of the Association to the Mayor of the City and to the Chief of Police by April 1st of each year. Such designation shall be accompanied by an affidavit, executed by said President, affirming that the Association has complied with all requirements of State Law, in effect as of the date of the affidavit, which govern registration and certification of the Association. The Association Negotiating Committee shall have full authority to conclude an agreement on behalf of the Association, subject to ratification by a majority vote of those Bargaining Unit Members voting on the question of ratification. It is understood that the Association Negotiating Committee is the official representative of the Association for the purpose of contract negotiations with the City. Any negotiations entered into with persons other than those defined herein, regardless of their position or association with the P.B.A., shall be deemed unauthorized and shall have no standing, weight or authority in committing or in any way obligating the P.B.A. The Association shall notify the Mayor and the Chief of Police, in writing, of any changes in the composition of the Association Negotiating Committee. Up to three (3) members of the Committee shall be permitted to attend the negotiating sessions on duty, with no loss of pay or emoluments, provided that such members are part of the bargaining unit.

If three (3) or more members of the Committee are to be from the same section and shift, it will take the approval of the Chief of Police for their release, said approval not to be unreasonably withheld.

B. The P.B.A. agrees that during the term of this Agreement, the P.B.A. and the employees covered hereunder shall deal only with the Mayor or his designated representatives in matters requiring mutual consent or other official action.

Section 3. P.B.A. Business:

A. The City shall allow up to five (5) of the six (6) duly elected Hialeah P.B.A. Representatives time off, with pay, if necessary, to attend the regularly scheduled monthly Dade County Police Benevolent Association, Inc., Board of Directors Meetings. Such time will not exceed four (4) hours. The Association shall reimburse the City for one-half (1/2) the time used under this sub-section, on a portal-to-portal basis, for Association Representatives attending Association Board of Directors Meetings while on duty.

B. Employees participating in the Annual Florida State Law Enforcement Olympics, International Police Olympics or World Police and Fire Games and who become first (1st), second (2nd) or third (3rd) place medal winners, shall be entitled to time off, with pay, for only those days in which such employees engage in the physical competitive events that result in medal placement as described above. Travel days or training days when not competing are excluded.

C. The Association shall have the right to develop, maintain and effect a program of Association Representatives. The names of all Association Representatives shall be certified in writing to the City. Association Representatives shall be entitled to three (3) hours investigative time, without loss of pay, for the purpose of processing each employee grievance. The Association shall provide the Personnel Department, on a form designed by the City, the name of the individual investigating the alleged grievance and shall provide within the next seven (7) calendar days an explanation of the nature of the grievance investigated and disposition of said investigation. The Association Representative shall request time off, under this sub-section, through his immediate supervisor and approval thereof shall not be unreasonable withheld.

D. Up to two (2) Association Representatives may, with the approval of the Department Head, be allowed time off, not to exceed three (3) days per member to attend the semi-annual P.B.A. convention.

Section 4. Compensation: Time off from regular duty under this Article will be at straight time pay and without the requirement to make up said time.

ARTICLE 37. DRUG AND ALCOHOL TESTING

Section 1. The City and the Association recognize that employee substance and alcohol abuse may have an adverse impact on City government, the Department's operations, the image of City employees, and the general health, welfare and safety of the employees and the general public at large. Therefore, the parties agree that the Department shall have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug or alcohol. The Department agrees that requiring employees to submit to testing of this nature shall be limited to circumstances where the employee's immediate supervisor and an officer of higher rank have a reasonable belief that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the City's Personnel Rules, or Departmental Rules and Regulations regarding the use of such substances. It is also understood by the parties that the aforementioned authority to require an employee to submit to such testing must be also approved by the Chief of Police, or his designee within the Department.

Section 2. It is understood and agreed that the tests conducted under this Article shall be administered in an employment context only as part of the city's legitimate inquiry into the use of any controlled substance, narcotic drug or alcohol by its employees.

Section 3.

1. Bargaining unit members to be tested shall report to a collection site chosen by the City. The collection site shall have sufficient safeguards to ensure that proper chain of custody is maintained.

2. Bargaining unit members may, upon request, have a Union representative present during the testing procedure, provided that the test will not be postponed for more than one (1) hour to wait for a Union representative to be present. The City will advise the Union President or designee by telephone of the pending test, but in no instance will the one (1)-hour waiting rule be waived. The bargaining unit member taking the test may not have more than one Union representative present during the testing procedure.
3. Bargaining unit members shall give a urine sample as directed.
4. If a bargaining unit member refuses to cooperate during the collection process by failing to complete the required paperwork, refusing to provide a specimen or otherwise attempts to adulterate or substitute a sample, such employee will be treated as having tested positive.
5. The City shall verify all initial positive test results by a second test known as Gas Chromatography/Mass Spectrometry (GC/MS).
6. The Police Chief shall notify the bargaining unit member to report to the Human Resources Department to be informed by the Human Resources Director of the verified positive test results. The Union will be provided with a copy of the test results, provided the employee has executed a consent form.
7. If the bargaining unit member so requests, such member shall be given a copy of the test results after the City has received such results. The results of such test shall be confidential unless disclosure is required by law.
8. A bargaining unit member who receives a verified positive result may contest or explain the results to the City, by the Human Resources Department, within four (4) days after receiving notification of the positive test result. This includes the right of the bargaining unit member to challenge the results of the laboratory. In this case, it is the responsibility of the bargaining unit member to inform the laboratory and to give directions for the disposition of a sample of the disputed specimen to a certified laboratory for retesting. To facilitate the testing of a disputed specimen, all positive specimens will be retained by the

laboratory in long-term frozen storage for a minimum of 180 days. The bargaining unit member shall pay the cost of the retest if the retest shows a verified positive result. The City shall pay the cost of the retest if the retest shows a verified negative result. Chain of custody procedures must be followed in transferring a portion of the sample to the second laboratory

9. In the event of a positive result, the Police Chief shall recommend disciplinary action, up to and including dismissal. The Mayor may impose discipline within his discretion and can consider individual circumstances and mitigating factors.

Section 4.

If federal or state law requires drug and alcohol testing of a bargaining unit member for reasons and circumstances not provided in this Article, the parties agree to comply with federal or state law.

ARTICLE 38. SAFETY

The parties acknowledge that law enforcement is by its very nature a hazardous occupation. Therefore, in an effort to maintain a safe job environment, the parties agree to meet pursuant to Article 6 (Personnel Practices Committee) of this Agreement to discuss mutual safety concerns as they arise, and to develop procedures and practices to provide protection to personnel in the day-to-day mission of law enforcement.

ARTICLE 39. HEART DISABILITY PROVISION

The City of Hialeah agrees to implement a Heart Disability Provision to be known as 70-67 P.H. (Police Heart). The intent of this provision is to provide the benefits, as detailed herein, to sworn eligible police officers, who suffer a condition of impairment as defined herein.

SCOPE OF PROVISION 70-67 P.H.

1. The guidelines and definitions regarding provision 70-67 P.H. shall be governed as defined by Section 185.34, Florida Statutes, 1987, titled Disability In Line of Duty.
2. 70-67 P.H. shall not extend or otherwise affect Chapter 440, Florida Statutes, pertaining to Worker's Compensation. However, benefits pursuant to this provision, shall be offset by any Worker's Compensation benefits, as well as any normal or disability retirement benefits.
3. Recipients eligible for 70-67 P.H. benefits shall be entitled to all the benefits and subject to all the restrictions normally associated with Section 70-67 long-term disability (i.e., health insurance, discontinuance of accumulation of sick leave, etc.), but shall receive benefits determined in accordance with 70-67 P.H. provisions.

PROVISION 70-67 P.H. ELIGIBILITY

1. Minimum of ten (10) years of service as a sworn police officer employed by the City of Hialeah.
2. An otherwise eligible employee, who experiences an injury resulting from an on-duty incident which is ultimately determined to be covered by Workers' Compensation, would not require ten (10) years of service to vest in the 70-67 P.H. benefit, but would instead, be entitled to receive normal 70-66/70-67 benefits.

3. An individual eligible to receive 70-67 P.H. benefits would not be entitled to receive Section 70-66 or Section 70-67 benefits.

EFFECT OF TOTAL DISABILITY

1. If an eligible employee is totally disabled, but eligible for normal retirement, the employee must apply for disability retirement. The employee would receive a disability retirement percentage based on the City's retirement program.

2. An employee determined to be eligible for 70-67 P.H. benefits shall receive as said 70-67 P.H. benefits, a percentage of the employee's gross salary at the time of injury or medical determination of total disability whichever occurs first, based on the following schedule:

SWORN SERVICE

PERCENTAGE OF GROSS SALARY

10 - 14 Years 65%

15 - 19 Years 70%

20 Years and over 75%

EFFECT OF PARTIAL DISABILITY

If an eligible employee is able to return to light duty, within medical limitations, the City would be permitted to employ the employee anywhere within the Police Department in a job commensurate with the employee's rank and seniority as a sworn police officer. With the mutual consent of the employee and the City, the employee may be placed in a position anywhere within the City service, provided that the employee shall be able to return to light duty status with the Police Department, within the meaning of this Section, at any time after thirty (30) days written notice. The employee shall be paid commensurate with the employee's classification and the employee shall not lose bargaining unit status.

The employee or the City, after a minimum of six (6) months or at six (6) month intervals thereafter while the employee is in partial disability status, may upon written request, be

reevaluated as per the **PROCEDURES** Section of this Article, to determine: (a) whether the employee has significantly improved to the point that the employee is medically fit for full duty as a sworn police officer; or (b) whether the employee's condition of impairment continues to prevent him/her from performing all the duties of a sworn police officer pursuant to the prevailing job description. If the employee is medically fit for full duty pursuant to subsection (a) herein, the employee will be returned to full duty commensurate with the employee's rank and seniority as a sworn police officer. If the employee is medically unfit for full duty pursuant to subsection (b) herein, the employee will remain in a light duty capacity.

Nothing contained herein shall be construed to prevent an employee, his/her representative, or the City from proposing or exploring the possibility of a settlement in regards to that employee's employment relationship with the City, at anytime while an employee is in partial disability status.

PROCEDURES

The following procedure shall be utilized for the determination as to whether or not an individual qualifies for Article 40, Heart Disability Provision Benefit:

STEP 1: The individual, at his cost, shall go to a physician of his choice to have his personal physician determine whether or not he is disabled, as outlined in Article 40, Heart Disability Provision. To assist the doctor the employee shall provide the doctor with a copy of Article 40 and a copy of the job description, which may be obtained from the Personnel Department.

STEP 2: If the applicant's personal physician has found him to be disabled, within the guidelines of Article 40, said individual shall petition the City of Hialeah for consideration of Article 40, Heart Disability Provision, by placing his request in writing and submitting it to the Personnel Department.

STEP 3: Upon receipt of the request for consideration under Article 40 and the supporting letter from the personal physician indicating the individual to be disabled, the City of Hialeah shall select a doctor of its choice to examine the applicant.

STEP 4: The City shall provide the City physician a copy of Article 40, a copy of the job description and a brief outline of light duty jobs for which the individual may be considered.

The City of Hialeah shall ask the physician to determine:

- a) Whether or not the individual is fit for regular duty.
- b) Whether or not the individual is fit for partial disability as outlined in Article 40;

or

c) Whether or not the individual should be considered totally disabled and receive the benefit as outlined in Article 40.

STEP 5: If the City's physician finds the individual eligible for partial disability or regular duty, the City shall submit the doctor's findings to the employee's physician for reconsideration.

STEP 6: If the employee's physician, after reexamination and conferring with the City's physician, finds the individual fit for regular duty or for partial disability, the City shall then place the individual in the appropriate position.

STEP 7: If the employee's physician still feels the individual to be totally disabled and not eligible for partial or regular duty after reviewing the findings of the City's physician, the two doctors shall select a third doctor to review the findings of the other two doctors and to examine the applicant for his determination as to whether or not the individual is physically fit for: a) Regular duty; b) Partial disability; or c) Total disability. The cost of the third doctor shall be a shared cost between the City of Hialeah and the applicant.

STEP 8: If it becomes necessary to select a third doctor, the finding of the third doctor shall be binding upon both parties with the individual being either placed into the appropriate position or placed out on total disability. The third physician will be submitted a copy of the job description, along with a brief outline of light duty jobs available, which was submitted to the City's physician, under Step 4. The third doctor shall then make a determination as to: a) Whether or not the employee is fit for regular duty; b) partial disability; or c) total disability.

ARTICLE 40. NON-DISCRIMINATION CLAUSE

Section 1. The City and the Association agree that provisions of this Agreement shall be applied equally to all employees in the Bargaining Unit without discrimination as to race, creed, national origin, religion, sex, marital status, age, disability, Association membership or Association activity protected by law in accordance with applicable local, state and federal laws.

Section 2. The Association agrees to support the City's current Affirmative Action Program. Subject to collective bargaining rights, the Union and the City agree to cooperate in the development of Affirmative Action Programs for employees within the unit.

Section 3. The City agrees not to interfere with the right of the employees to join or not join the Association, and there shall be no discrimination, interference, restraint or coercion by the City or Association because of Union membership or Non-union membership.

ARTICLE 41. DEATH IN THE FAMILY

Section 1. In the case of death in the immediate family, at the employee's request, three (3) shifts off with pay shall be granted to attend the family member's funeral service within the State of Florida. In the case of death in the immediate family, at the employee's request, forty (40) hours off with pay shall be granted to attend the family member's funeral service outside the State of Florida. Time off with pay under this Article shall be granted pursuant to the requirements of Section 2., of this Article. The immediate family is constituted to mean the following: Father, step-father, mother, step-mother, sister, step-sister, half-sister, brother, step-

brother, half-brother, husband, wife, child, step-child, current mother-in-law and current father-in-law, current son-in-law, current daughter-in-law, grandchild and grandparents of the employee, and may also include any other person who was an actual member of the employee's household.

Section 2. It shall be the responsibility of the employee to provide the Personnel Department with proper documentation of the death in the immediate family upon return to work, in order to qualify for said benefit. In addition, employee's granted the out of state benefit will be required to provide the Personnel Department proper documentation that travel out of state and attendance at funeral services were actually completed.

ARTICLE 42. SEPARATION PAY

LIMITATION ON SEPARATION PAY AT TIME OF RETIREMENT:

- a) Those with less than \$25,000 to be paid in full the first year.
- b) Those with \$25,000 to \$50,000 to be paid \$25,000 the first year and the remaining in the second year.
- c) Those with greater than \$50,000 to be paid \$25,000 the first year, a minimum of \$25,000 the second year and the balance the third year.
- d) Those being paid out in multi years will receive interest on their remaining monies equal to the interest received by the City on its funds, i.e. time weight average based on Federal Funds, documented by financial statements.
- e) If retiree dies before receiving all of their separation pay, the City shall pay the balance in full immediately to the person's estate.
- f) For purposes of definition, the amounts listed above refer to gross dollars and term year refers to fiscal year (October 1 through September 30).

ARTICLE 43. PERSONNEL RECORDS

Section 1. Each bargaining unit employee shall have the right to respond, in writing, to any and all derogatory material placed in their personnel file and have that response placed in their personnel file.

Section 2. Employees who complete two (2) years of discipline free service shall have all counseling and/or written reprimands removed from their personnel files maintained by the Police Department, pursuant to State of Florida Department of Archives guidelines. The written reprimand will be forwarded to Human Resources Department for inclusion in the employee's personnel file maintained by the Human Resources Department.

ARTICLE 44. OFF-DUTY INJURIES

The City has no duty to accommodate or reclassify any employee who has sustained an off duty injury not covered by ADA. No employee shall have the asserted right to continue in light-duty status for an off-duty injury not covered by the ADA. The City reserves the option to accommodate an employee who has sustained an off-duty injury.

ARTICLE 45. DROP PLAN

The City shall provide a Deferred Retirement Option Program (DROP). A bargaining unit member has the option to participate in a DROP following completion of 25 years of membership service credit comprising of actual work (without purchase of time) and at least 70 points (existing employees) and at least 76 points (new employees) representing the sum of the member's age and years of service. The maximum duration of the DROP is 36 months and participation will end if the bargaining unit member resigns, is placed on permanent light duty status for non-job related injury, dies or is terminated for good cause.

ARTICLE 46. EDUCATION INCENTIVE

Section 1. College Education

The City agrees to pay \$13.85 bi-weekly after obtaining an Associate's degree as set for in Article 21, Tuition Reimbursement, not to exceed a total of \$13.85 bi-weekly. The City agrees to pay \$36.92 bi-weekly after obtaining a Bachelor's degree, as set forth in Article 21, Tuition Reimbursement, not to exceed a total of \$36.92 bi-weekly.

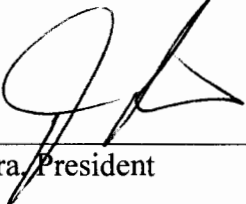
Section 2. Salary Incentive Courses

The City agrees to pay for salary incentive courses on a cumulative basis as follows: (1) Upon completion of an 80-hour Commission-approved training block, the City agrees to pay \$9.23 bi-weekly; and (2) Upon completion of each additional 80-hour Commission-approved training block, the City agrees to pay an additional \$9.23 bi-weekly, not to exceed a total of \$60.00.

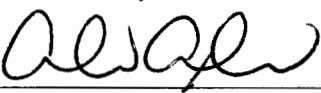
The maximum incentives paid under Article 46 shall not exceed \$60.00 bi-weekly.

Terms of this Agreement are provided in Article 10 TERMS OF AGREEMENT AND REOPENING. This Agreement signed this 31 day of March, 2014.

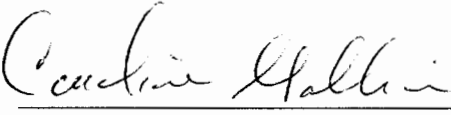
**FOR THE DADE COUNTY
POLICE BENEVOLENT ASSOCIATION**




John J. Rivera, President



Andrew M. Axelrad, Esq.




Caroline Gallina, Esq.



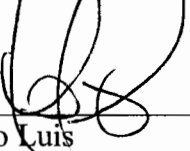
Sergio Diaz



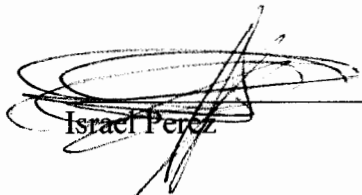
Mark Donley



Ricardo Fernandez

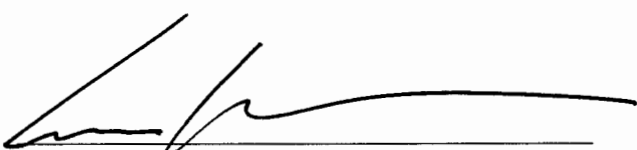


Antonio Luis



Israel Perez

**FOR THE
CITY OF HIALEAH**



Carlos Hernandez, Mayor



William M. Grodnick, City Attorney



Marbelys Fatjo, Acting City Clerk

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