

City of Opa-locka

*Commission Chamber
215 Perviz Avenue
Opa-locka, FL 33054*



SPECIAL COMMISSION MEETING Agenda

**Thursday, November 3, 2022
6:30 PM**

City Commission

**Mayor Veronica J. Williams
Vice Mayor John H. Taylor Jr.
Commissioner Sherelean Bass
Commissioner Chris Davis
Commissioner Audrey Dominguez**

Appointed Officials

**Interim City Manager Darvin Williams
City Attorney Burnadette Norris-Weeks
City Clerk Joanna Flores, CMC**

NOTE: All persons speaking shall come forward and give your full name and address, and the name and address of the organization you are representing.

There is a three (3) minute time limit for speaker/citizens forum and participation at all city commission meetings and public hearings. Your cooperation is appreciated in observing the three (3) minute time limit policy. If your matter requires more than three (3) minutes, please arrange a meeting or an appointment with the City Clerk prior to the commission meeting. City of Opa-locka Code of Ordinances Section 2-57

DECORUM POLICY

Any person making impertinent or slanderous remarks or who become boisterous while addressing the commission, shall be declared to be out of order by the presiding officer, and shall be barred from further audience before the Commission by the presiding officer, unless permission to continue or again address the commission be granted by the majority vote of the commission members. City of Opa-locka Code of Ordinances Section 2-58

NOTICE TO ALL LOBBYISTS

Any person appearing in a paid or remunerated representative capacity before the city staff, boards, committees and the City Commission is required to register with the City Clerk before engaging in lobbying activities. *City of Opa-locka Code of Ordinances Section 2-18*

FLORIDA STATUTES, CHAPTER 285.0105

"If a person decides to appeal any decision made by the Board, Agency or Commission with respect to the proceedings, and that, for such purpose, that person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

PROCEDURES FOR PUBLIC PARTICIPATION

How to watch the meeting

Members of the public can watch public meetings and public hearings at <https://www.youtube.com/user/CityofOpaLocka>

City Commission Meetings are held in-person while allowing virtual participation. Members of the public wishing to address the Commission may do so in person or virtually.

To participate virtually, please register by the meeting start time via the City of Opa-locka website at www.opalockafl.gov.

CITY OF OPA-LOCKA

“The Great City”

AGENDA

SPECIAL COMMISSION MEETING

November 3, 2022

6:30 PM

1. CALL TO ORDER:

2. ROLL CALL:

3. INVOCATION:

4. PLEDGE OF ALLEGIANCE:

5. PUBLIC INPUT:
(agenda items only)

6. RESOLUTIONS:

1. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION, EFFECTIVE OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager*
2. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, ACCEPTING THE PROPOSAL OF ROAR MEDIA FOR PUBLIC RELATIONS AND MARKETING CONSULTANT SERVICES AND FURTHER AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT FOR SAME; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by Interim City Manager (Item deferred)*
3. A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING SUBMITTED LEGAL INVOICES FROM BURNADETTE NORRIS-WEEKS, P.A.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE. *Sponsored by City Attorney*

7. ADJOURNMENT:

For further information, please contact the Office of the City Clerk by telephone at (305) 953-2800 or email jflores@opalockafl.gov.

RESOLUTION NO. 2022-_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING AND RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF OPA-LOCKA, FLORIDA AND SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION, EFFECTIVE OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka (“City Commission”) finds that ratification of the Collective Bargaining Agreement between the City of Opa-Locka, Florida and the South Florida Police Benevolent Association is in the best interest of the City of Opa-Locka; and

WHEREAS, the contract shall be effective from October 1, 2021 through September 30, 2024.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

Section 1. RECITALS ADOPTED.

The recitals to the preamble herein are incorporated by reference.

Section 2. AUTHORIZATION

The City Commission hereby approves and ratifies the collective bargaining agreement between the City of Opa-Locka, Florida and South Florida Police Benevolent Association, attached hereto as Exhibit “A”, effective October 1, 2021 through September 30, 2024.

Section 3. SCRIVENER'S ERRORS.

Sections of this Resolution may be renumbered or re-lettered and corrections of typographical errors which do not affect the intent may be authorized by the Interim City Manager following review by the City Attorney, without the need of a public hearing by filing a corrected copy of same with the City Clerk.

Section 4. EFFECTIVE DATE.

This Resolution shall take effect immediately upon adoption and is subject to the approval of the Governor or his designee.

PASSED AND ADOPTED this ____ day of _____, 2022.

Veronica E. Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Burnadette Norris-Weeks, P.A.

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass	_____
Commissioner Davis	_____
Commissioner Dominguez	_____
Vice-Mayor Taylor	_____
Mayor Williams	_____



City of Opa-locka Agenda Cover Memo

City Manager:	Darvin Williams		CM Signature:	DocuSigned by: Darvin Williams C49C07C1E6DE492...		
Commission Meeting Date:	11.03.2022	Item Type: (Enter X in box)	Resolution	Ordinance	Other	
			X			
Fiscal Impact: (Enter X in box)	Yes	No	Ordinance Reading: (Enter X in box)		1st Reading	2nd Reading
	X					
			Public Hearing: (Enter X in box)	Yes	No	Yes
				X		X
Funding Source: Account# :	(Enter Fund & Dept) Ex:		Advertising Requirement: (Enter X in box)		Yes	No
						X
Contract/P.O. Required: (Enter X in box)	Yes	No	RFP/RFQ/Bid#:			
X						
Strategic Plan Related (Enter X in box)	Yes	No	Strategic Plan Priority Area: Enhance Organizational ☒ Bus. & Economic Dev ☐ Public Safety ☐ Quality of Education ☐ Qual. of Life & City Image ☐ Communication ☐		Strategic Plan Obj./Strategy: (list the specific objective/strategy this item will address)	
	X					
Sponsor Name	City Manager		Department:		City Manager	

Short Title:

A resolution of the City Commission of the City of Opa-locka, approving and ratifying the collective bargaining agreement between the City of Opa-locka and Dade County Police Benevolent Association (PBA).

Staff Summary:

This contract replaces a contract which expired on September 30, 2014. Although the proposed contract addresses many issues, one of the primary focuses of the proposed contract is an updated pay plan to facilitate the hiring and retention of qualified officers. Under the expired contract, the starting compensation for a new entry-level officer was \$38,000 per year with annual increases of 5% for the next ten years of service. After ten-year years of service, in lieu of annual increases, there is an annual longevity bonus ranging from \$1,000 to \$2,000. Sergeant pay is approximately 10% greater. This resulted in the City's Police compensation being among the lowest in the State, creating significant hiring and retention issues.

The pay plan in the proposed contract addresses this problem as follows:

1. Compensation will be partly retroactive. Current PBA members who were in the Department in FY 21 will receive a 3% retroactive payment based on their FY 21 compensation. PBA members in the Department in FY 22 will also receive a 6.09% retroactive payment based on their FY 22 compensation.
2. For FY 23 there will be a 19.06% increase above the adjusted FY 22 rates.

This will bring the starting pay of an entry-level officer from \$38,000 annually to \$48,000, with the continuation of the annual 5% increase as previously described.

Financial Impact – The retroactive component through September 30, 2022 will be approximately \$225,000. Depending on when this payment is made, it will either be charged to FY 22, where it is currently budgeted, or if charged to FY 23, it will be covered by a budget amendment which will be funded by bringing forward the additional fund balance which became available if these charges weren't recorded in FY 22.

In addition to the above indicated impact, FY 23 will be impacted by another approximately \$977,000 of compensation, which was included in the adopted budget.

Proposed Action:

Staff recommends the City Commission approve the legislation ratifying the proposed new City Collective Bargaining Agreement with the Dade County Police Benevolent Association.

Attachment:

PBA Collective Bargaining Agreement

**AGREEMENT BETWEEN
THE CITY OF OPA-LOCKA, FLORIDA
AND
SOUTH FLORIDA ~~DADE COUNTY~~ POLICE BENEVOLENT
ASSOCIATION**

**ON BEHALF OF
POLICE OFFICERS, CORPORALS AND POLICE SERGEANTS
OF OPA-LOCKA, FLORIDA**

Effective October 1, ~~2011~~2021 through ~~September 30, 2014~~ 2024

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
1 Recognition.....	5
2 Association Representatives.....	6
3 Dues Deduction.....	7
4 Bulletin Board.....	8
5 Employee Rights.....	9
6 Strikes.....	10
7 Awards.....	11
8 Non-Discrimination.....	12
9 Labor Management Committee.....	13
10 Substitute Employment.....	14
11 Political Activity.....	15
12 Educational Assistance and Incentive.....	16
13 Law Enforcement Officers' Bill of Rights.....	17
14 Investigations and Procedures.....	18
15 Training.....	20
16 Seniority.....	22
17 Vehicles and Equipment.....	24
18 Notice of Change of Status.....	27
19 Civil Suits.....	28
20 Bereavement Leave.....	29
21 Off-Duty Police Employment.....	30
22 Management Rights.....	32
23 Funeral Expense Benefit.....	33
24 Uniforms, Safety and Equipment.....	34

25	Sick leave.....	36
26	Hours and overtime.....	39
27	Promotions and Specialty Assignments.....	41
28	Holidays.....	44
29	Leave of Absence.....	45
30	Insurance Benefits.....	46
31	Grievance Procedure and Disciplinary Matters.....	47
32	Personnel Records	52
33	Vacations.....	54
34	Physical Examination and Workmen's Compensation Benefits	55
35	Substance Abuse Testing, Alcohol Screening.....	59
36	Compensation	61
37	Prevailing Benefits.....	63
38	Blank.....	64
39	Term of Agreement	65
	Signature Page	66
	Appendix 1 (Pay Plan).....	67

AGREEMENT -TA

THIS AGREEMENT is entered into by and between the City of Opa Locka, Florida, (hereinafter referred to as the "City", "Police Department" or "Department"), and the Dade County Police Benevolent Association, d/b/a the South Florida Police Benevolent Association, (hereinafter referred to as the "Association" or "PBA").

ARTICLE 1. RECOGNITION-TA

The City voluntarily recognizes the Dade County Police Benevolent Association, d/b/a the South Florida Police Benevolent Association and upon ratification of this Agreement shall jointly petition the Florida Public Employees Commission for formal certification of the Association as the exclusive representative for all Employees in the following unit:

Included: All full-time, permanent, sworn police officer, ~~corporals~~ and sergeants employed by the City of Opa Locka, Florida.

Excluded: All other Employees in the City of Opa Locka Police Department including the Chief of Police and all other Employees of the City of Opa Locka, Florida.

ARTICLE 2. ASSOCIATION REPRESENTATIVES - TA

Section 1. ~~Two~~ ~~One~~ (12) members of the Association shall be granted time off without loss of pay to attend the negotiating sessions, mutually set, to renegotiate this Agreement. The ~~two~~ ~~one~~ members of the Association shall also be granted time off without loss of pay to process grievances and conduct other PBA business. The ~~A~~ssociation ~~R~~epresentatives shall be granted time off to conduct PBA business unless minimum staffing levels prevent such activities.

Section 2. A designated member of the Association shall be allowed access to work locations for Association business at reasonable times, so long as such access does not interfere with the normal course of the City's business and advance notice is provided.

Section 3. Upon request, the City shall furnish to the Association and its designated representatives, all rules and regulations relating to the police department, which shall be recognized as part of this Agreement.

Section 4. Copies of the rules and regulations and all other documents requested by the Association shall be provided pursuant to Chapter 119, Florida Statutes.

ARTICLE 3. DUES DEDUCTION

Any member of the Employee Organization, who has submitted a properly executed written dues authorization card or statement to the City Manager or his designee, may have his/her membership dues in the Employee Organization deducted from his/her wages. Dues shall be deducted each pay period and shall, thereafter, be transmitted to the Employee Organization accompanied by a list of those Employees whose dues are included. However, the City shall have no responsibility or any liability for the improper deduction of any dues. It shall be the responsibility of the Employee Organization to notify the City Manager, or his/her designee, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Employee Organization fines, penalties or special assessments from the wages of any member. Any Employee may, upon thirty (30) days written notice to the City and the Employee Organization, have the City cease deducting dues from his/her wages. Should a dues increase occur, no additional authorization cards are necessary to implement the increase in the amount of dues deducted.

ARTICLE 4. BULLETIN BOARD

The City agrees to provide space for one bulletin board for the exclusive use of the PBA for the posting of bulletins, notices and other Association materials not inconsistent with Section 447.509, Florida Statutes.

The Association will be allowed to make reasonable use of facilities for the disbursement of Association literature in Police Employees' mailboxes during designated times and with reasonable notice to the Chief of Police.

The City shall also provide work email addresses for all bargaining unit members for use by the PBA as an electronic bulletin board.

ARTICLE 5. EMPLOYEE RIGHTS

The bargaining unit employee shall have all of the rights provided by FS 447.301, Florida Statutes, and as may be amended from time to time.

ARTICLE 6. STRIKES

No member of the Association or police Employee shall participate in a strike against the City or in any manner instigate or support a strike against the City.

ARTICLE 7. AWARDS

Section 1. The employer will initiate a formal system of awards for various degrees of outstanding service to the community. Such awards shall include, but not be limited to, an Officer of the Year Award, an Award for Outstanding Bravery on Duty, and other awards for terms of continuous service, and service of a superior nature, as the City may deem appropriate.

Section 2. An employee receiving an award from the City for any reason other than for years of continuous service may also be submitted for consideration in the “City Employee of the Month” Award, consistent with the requirements of the “City Employee of the Month” guidelines.

ARTICLE 8. NON-DISCRIMINATION

The City and the PBA specifically agrees that the City shall not discriminate against any member of the bargaining unit because of that Employee's race, color, religion, creed, sex, national origin, age or membership or non-membership in the PBA as provided by law.

ARTICLE 9. LABOR MANAGEMENT MEETING

Either party may request a labor management meeting with written request. Labor management meeting shall not be held more frequently than three (3) times per year. Should a meeting occur during a participant's tour of duty there shall be no loss of pay or benefits.

ARTICLE 10. SUBSTITUTE EMPLOYMENT

The City agrees it will not use, assign or detail members of the bargaining unit as substitute Employees where there exists an Employer/Employee labor dispute in any City agency other than the police department. At all times, Employees shall carry out their police function of duty in accordance with orders of the Chief.

ARTICLE 11. POLITICAL ACTIVITY

Bargaining unit Employees agree to abide by and be subject to the provisions of Section 110.233, Florida Statutes. Violations of said provisions shall constitute grounds for disciplinary action.

ARTICLE 12. EDUCATIONAL ASSISTANCE AND INCENTIVE

Section 1. The Employer will attempt to arrange the working schedules of employees attending advance schools and college courses so as to coincide with their educational endeavors.

Section 2. The Employer will purchase for the employees participating therein, experience credits in City-approved universities or colleges. In addition, the Employer agrees to bear the cost of tuition for specialized educational courses to better equip the officers for the performances of the particular job and/or position in which they are employed. The City shall not be liable for greater than a total of fifteen thousand dollars (\$15,000.00) during the fiscal year for all of the employees that wish to participate.

Section 3. Reimbursement shall be made at the state-supported institution rate, provided the employee has attained a passing grade of at least a "B". Exceptions to this grade requirement may be made at the sole discretion of the City.

Section 4. Tuition reimbursement shall be paid at the rate established for state-supported institutions.

Section 5. Employees must receive the approval of the Chief of Police prior to enrollment in any advance courses or college courses for which tuition reimbursement from the City shall be sought in accordance with the provisions of this Article.

Section 6. Any employee who has the majority (defined as 75% or more) of the credits toward a degree or City-approved education related expense paid for through the Educational Assistance and Incentive Program, shall agree to remain with the City for ~~two (2)~~ three (3) years from the date that the employee received their last disbursement of educational assistance monies from the City. The employee who fails to complete this two-year commitment agrees to have all monies paid by the City in accordance with this article reimbursed. The employee's final check can be withheld by the City for the purpose of reimbursement.

ARTICLE 13. LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS

Members of the bargaining unit shall have all rights set forth in Section 112.531, *et. seq.*, Florida Statutes, commonly called the Law Enforcement and Correctional Officers' Bill of Rights. Violations of the Law Enforcement and Correctional Officers' Bill of Rights shall be grievable.

ARTICLE 14. INVESTIGATIONS AND PROCEDURES

Section 1. The Employer shall not order or request any Employee of a bargaining unit to submit to any mechanical instrument (e.g. polygraph, lie detector, voice stress evaluator) designed to measure truthfulness.

Section 2. No Employee will be compelled to appear, speak, be questioned or testify before or be questioned by any non-governmental agency or citizen's review or oversight board.

Section 3. Employees relieved of duty for alleged violations of the law and/or departmental rules will remain on full salary and allowances until such time as charges are determined to be sustained by the Chief of Police. Upon indictment or the filing of an Information, the Employee may, in the sole discretion of the City, be suspended without pay ~~pending final action by a Court of competent jurisdiction.~~

Section 4. An Employee who is the subject of an internal investigation and who is required to give an administrative statement has the right to be informed of the nature of the investigation prior to any interrogation and the names of all complainants, along with all other rights afforded by the Law Enforcement and Correctional Officers' Bill of Rights. ~~Also, if available, a copy of the initial written or recorded complaint and/or statement shall be provided to the Employee.~~

Section 5. The City must first use reasonable effort to obtain sworn written statements or transcribed audio statements of all complainants and/or witnesses prior to the investigative interview of a subject officer.

Section 6. The findings of internal affairs investigation, under the rules and regulations, shall be labeled as unfounded, sustained, not sustained, or exonerated. In the event that insufficient evidence exists to sustain a complaint, the complaint shall be deemed not sustained.

Section 7. Letters of complaint from citizens which have been determined to be unfounded and not factual will not be inserted in the officer's personnel record. Such letters, properly marked, will be placed in the internal investigation file of the City.

Section 8. Employees shall not be dismissed or disciplined resulting in loss of pay or benefits except for just cause and due process as provided in this agreement.

Section 9. Except in the case of an officer accused of a violation of criminal statutes, disciplinary action which shall arise from an internal investigation must be initiated within sixty (60) days of the conclusion of the internal investigation. The City shall be precluded from initiating disciplinary action arising out of an internal investigation unless it is initiated within sixty (60) days of the conclusion of the internal investigation.

In addition, witness officers will be given the opportunity to consult with counsel or any other representative of their choice at any time during the 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 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 represent the subject officer.

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 that refuses to submit to such tests. These tests shall be inclusive of any device that is designed to measure truthfulness.

The employee who is the subject of the complaint or allegation shall be properly notified of the disposition upon the conclusion of the investigation. If any investigation in which the charges

against the officer cannot be substantiated, the officer shall not have those charges used in any administrative or disciplinary action.

Section 10. ~~Corrective action up to, but not including written reprimands shall not may be used for progressive disciplinary purposes.~~ Written reprimands may be used for progressive disciplinary purposes if the disciplinary actions are of a similar offense. Where an employee receives a Record of Counseling after two (2) years of discipline-free service to the City, it shall be marked "no longer in effect" and shall not be used by the City in any manner, including but not limited to progressive discipline, promotion, transfer, or as evidence in a subsequent disciplinary hearing. The two (2) years considered herein shall run from the date of issuance of the Record of Counseling.

~~Where an employee receives a Written Reprimand, after two (2) years of good performance during which the employee has not been the subject of disciplinary action or further formal counseling, the documents in the departmental personnel file related to the Written Reprimand shall be marked "no longer in effect" and removed from the employee's departmental file.~~

Employees who are approved to forfeit accrued annual, holiday or compensatory leave in lieu of serving the period of suspension, and waive their disciplinary appeal rights shall be eligible to work overtime and/or off-duty in accordance with standard departmental policies. Employees serving a suspension without pay shall not be eligible to work on the dates covered by the suspension.

All disciplinary actions including demotions, suspensions, and dismissals of permanent employees, but excluding reprimands and lesser disciplinary actions, shall be appealable to an Arbitrator ~~a hearing examiner~~, in accordance with ~~the Opa-locka Code and this Agreement~~. This section shall not apply to termination of non-permanent or probationary

employees or the demotion of permanent employees who fail to complete promotional probationary period to the satisfaction of the Departments for other than disciplinary reasons.

ARTICLE 15. TRAINING

Section 1. The City, in its effort to encourage its police personnel to acquire greater knowledge in the more complex areas of the social system today, agrees that it shall encourage the employees to attend advanced schools and college courses. When the City or the Department trains employees in non-mandatory specialty police training, the following procedure will be utilized.

- a) Each employee is entitled to a minimum of two (2) training days in each calendar year subject to the following: The training day shall be defined as any training activity related to law.

Section 2. The City and the Department will develop programs for training for the purpose of improving the performance of employees, aiding employees to equip themselves to advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public. A program of rotation of eligibility for training and school shall be developed to encourage the greatest distribution of educational opportunities.

Section 3. When the City or the Department trains employees in non-mandatory specialty police training, the following procedure will be utilized:

- a) The available training will be posted
- b) All interested employees will be interviewed
- c) Seniority will be considered in the selection
- d) Only those officers who have successfully completed a one (1) year probationary period will be eligible to participate in the non-mandatory specialty police training.

Section 4. Firearms training and qualification will be twice every calendar year.

Section 5. When the Department requires employees to attend weapons training, or qualify with his service weapon, the Department will make every reasonable effort to facilitate the employee's attending the firearms range during his normal working hours or during reasonable hours. In the event the Department is unable to schedule the employee to attend the firing range during his normal working hours, the employee shall be required to attend the firing range during

his off-duty hours; provided, however, that the actual time spent by the employee in acquiring such training during his off-duty shall be compensated in accordance with Article 27, "Hours and Overtime."

Section 6. Employees shall have the option of utilizing such training which shall be on their own time (non-compensable off-duty). The Department shall provide ~~sufficient~~ rounds of ammunition, for Department-approved training, per employee for qualification, each time the employee exercises the firearms training and to carry out their responsibilities.

Section 7. Upon successful completion of a police career development course which has met with prior approval by the Chief of Police, the officer shall receive reimbursement for tuition, travel, room and board. Upon transfer to a specialty unit, an officer shall receive on-the-job, in-house, on-duty training so as to permit the officer to acquire the skills necessary for the assignment, as determined by the Department.

Section 8. Employees promoted to the next highest rank will receive ~~appropriate~~ corresponding training at the earliest available time during the probationary period.

~~Section 9. Upon transfer to a specialty unit, an officer shall receive on-the-job, in-house, on-duty training so as to permit the officer to acquire the skills necessary for the assignment, as determined by the Department.~~

Section ~~9~~¹⁰. Each employee is entitled to a minimum of two (2) training days in each calendar year subject to the following:

- a) The training day cannot be taken on the last working day before, or the first working day after a holiday.
- b) The training day must be approved in advance by the Chief of Police.

Section 10 ~~11~~. The City must permit employees to attend employee's initiated non-mandatory specialty police training on their own, if they wish, unless it causes undue hardship on police staffing. Each employee is responsible for payment of all expenses and fees for training attended under this provision. The department shall pay for department authorized training.

Section 12. Training days will not be unreasonably withheld.

ARTICLE 16. SENIORITY

Section 1. Seniority shall consist of full time, continuous paid service by classification within the department. ~~Upon promotion, seniority shall be computed from the appointment date.~~ Upon promotion, seniority in the senior rank will begin and that of the junior rank will cease, but shall not be lost upon subsequent demotion, but continue from where previously left off. Seniority shall be computed from the date of employment as a sworn law enforcement officer. Upon promotion, seniority shall be computed from the appointment date. Seniority shall accumulate during paid absences because of illness, injury, vacation, military leave or other authorized leave. Seniority will be ~~the determining factor~~ a consideration the determining factor in making shift assignments, including days off, of departmental personnel, except that the City reserves the right to reassign two (2) employees, per bid period, from one squad to another squad within the discretion of the Police Chief to meet operational need(s) or requirement(s) of the Department. During the shift bid process, the Chief of Police shall have the sole discretion to reassign an Officer who selects a specific squad to another squad on the same shift. Shifts ~~will~~ shall be bid on the basis of seniority every four (4) or six (6) months. Seniority shall additionally govern the following matters:

- a) Vacations for each calendar year shall be drawn by the employee's preference on the basis of seniority.
- b) In the event of a vacancy in any division or unit (not a promotional vacancy) seniority will be considered as a factor.

Section 2. In the event of a lay-off for any reason, employees shall be laid-off as in the inverse order of their seniority in their rank. Any employee to be laid-off who is advanced to his present rank from a lower rank in which he held a permanent appointment, shall be given a position in a lower classification in the same department. His seniority in lower classification shall be established according to the date of his permanent appointment to that classification. Employees shall be called back from lay-off according to the seniority in the rank from which the employee

was laid-off. No new employee shall be hired in any classification until all employees on lay-off status in that rank have had an opportunity to return to work. Employees will be notified by registered mail to their address of home record and shall be given fourteen (14) calendar days to return to work. Layoff lists shall be maintained for a period of one year.

Section 3. In the event the police department is transferred to another jurisdiction, the City will use its best effort to attempt to negotiate the preservation of rank and job benefits on behalf of the employees. In the event the City should eliminate its police function in its entirety or obtain police services from another jurisdiction on a contractual basis or any combination of contractual services and reduction of the police department, the City shall use its best efforts to assist the employees in obtaining work elsewhere.

Section 4. Except as provided herein, Seniority shall ~~may~~ be controlling for shift bids, holidays and vacation bids, as well as off-duty bids within the discretion of the Chief of Police.

Section 5. Bargaining unit members agree not to hold the City liable if the City police department is eliminated and the employee City is unable to secure subsequent employment.

ARTICLE 17. VEHICLES AND EQUIPMENT

Section 1. Whenever an employee is authorized in advance to use his own vehicle in the performance of his official duties, he will be reimbursed at the State of Florida level current at the time and for tolls and parking charges.

Section 2. The City will undertake to establish a preventative maintenance and vehicle replacement program for City-owned vehicles. The employee shall note defects and discrepancies in the operation of any vehicle by written statement on a form to be provided by the City and shall assume the obligation of reporting said deficiencies timely.

Section 3. Before any marked patrol vehicle goes into the street, the employee shall insure the following equipment is in working order: rotating emergency lights, siren, spotlight, City-issued ~~two-way~~ radio, first aid kit, and fire extinguisher.

Section 4. To protect officers at all times, the City will provide each officer with an industry grade 800 megahertz police radio. All existing radios compatible with a shoulder microphone shall be so equipped. For those radios which are not compatible with a shoulder microphone, as said radios are replaced, they shall be replaced with radios compatible with a shoulder microphone. The City will take reasonable steps to secure such additional radios as are necessary. In the event the radio is damaged, lost or stolen through negligence, the officer will, at his or her expense, undertake to promptly repair or replace the radio.

Section 5. Employees shall ~~use have the option of utilizing~~ the departmentally issued or ~~departmentally approved firearms, or their own weapons on duty upon qualification and a demonstration of proficiency for such weapons which include:~~

- ~~a) .38 caliber;~~
- ~~b) .357 Magnum, Smith & Wesson or Colt.~~
- ~~c) .9MM semi-automatic limited to the following makes: Glock, SigSauer Smith & Wesson, Beretta. (Such weapons must be barrel lengths of 4" or 5" and must be either double action or equipped with an external safety. Moreover, the specific~~

~~model ammunition and holster must be pre-approved by the Department.)~~

~~—— d) —— .40 or .45 caliber semi-automatic pistol.~~

~~Note: Ammunition for weapons “a” & “b” must be .38 caliber plus P.~~

Section 6. ~~Employees wishing to utilize the .9mm or semi-automatic weapons must pay for their own training, certification and ammunition. The City will allow employees time for semi-annual qualification two (2) times per year, and provide ammunition for use while on duty. The employees and the City agree that the Department's authorization of Weapon “c” will be subject to a one year evaluation period for each officer from the date of authorization. Such authorization may be withdrawn at any time for just cause.~~

Section 7. Take Home Vehicle Program – The City shall provide take home vehicles to bargaining unit members for use to and from their home and work consistent with this Section.

1) Eligibility.

a) Bargaining unit members must live within a 50-mile (fifty mile) radius of the City limits ~~main police station~~. Bargaining unit members must live within Dade or Broward County. Any officer living outside of Dade or Broward County may request, on a case-by-case basis, a take-home vehicle. A take-home vehicle request will be reviewed by the City and the City may approve such request on a case by case status.

2) Use of Vehicles Off-Duty:

a) Residents within the City of Opa Locka:

- 1) Unlimited personal use within the City (except for bars and lounges or any location that reflects negatively on the agency or the City of Opa-Locka).
- 2) Use outside of the City is restricted to portal-to-portal court appearances, except as otherwise approved by the Police Chief of his designee.

- 3) May not transport any non-sworn City personnel or other person in the vehicle without the approval of the Police Chief or his designee.
- b) Residents outside the City of Opa Locka:
 - 1) Portal or Portal, to Station or Court only, unless other use is approved by the Police Chief or his designee.
 - 2) May not transport non-sworn City personnel or other person in the vehicle without approval of the Police Chief or his designee.
- 3) Other Requirements:
 - a) All fueling, washing, waxing, etc. of the vehicle will take place on duty.
 - b) Mechanical maintenance of the vehicle is prohibited unless specifically authorized. Prohibition does not include the changing of flat tires.
 - c) Bargaining unit members taking leave of forty-eight (48) hours or more shall leave their take-home vehicle at the station during the period of their leave.
 - d) Specific rules regarding this program will be developed and promulgated by the Chief of Police with input from the bargaining unit prior to implementation.
 - e) Injuries sustained by officers driving a take-home vehicle off-duty shall not be considered an on-the-job injury.
 - f) The City of Opa Locka is released from liability if an officer is involved in accident where a family member or other persons or passengers are injured while riding in a take-home vehicle.
 - g) The Chief of Police may suspend the take-home vehicle of any officer with proper cause, as determined by the City Manager.

ARTICLE 18. NOTICE OF CHANGE OF STATUS

Section 1. The City agrees to notify the employee when possible in the discretion of the Chief of Police, ten (10) days in advance of any contemplated changes in the Employees' status (i.e., transfer, reassignment, change of shift).

Section 2. Upon application to the Chief of Police, shift exchanges for the purpose of attendance at advance schools and college courses will be arranged provided that:

- a) A fellow Employee of like rank and experience volunteers for the exchange and such exchange does not result in payment of overtime.
- b) It is requested and approved sufficiently in advance so that it does not present a hardship for the Police Department.

ARTICLE 19. CIVIL SUITS

Section 1. The City, through its insurers, will undertake the defense of a bargaining unit Employee against civil damage suits and will file proper and appropriate countersuits, providing that such suit arose out of actions by the Employee in the line of duty, and, provided that such defense is requested by the Employee and the City Manager. The City or its insurers shall not be required to undertake such a defense in cases where the City has taken or is in the process of taking disciplinary action against the Employee arising out of the incident or incidents which comprise the basis for the suit against the Employee for which the defense is requested. An Employee requesting the City through its insurers to undertake his/her defense shall hold the City harmless from any liability to the Employee resulting from any judgment arising out of the suit, except as provided for by Florida Statutes.

Section 2. Where disciplinary action is reversed or overturned on appeal, the City will undertake the defense of the Employee as provided above from the time of said reversal or overturning, if requested by the Employee.

ARTICLE 20. BEREAVEMENT LEAVE

Section 1. Employees shall be granted four (4) ~~three (3)~~ days off without loss of pay or benefits when a death occurs in the immediate family of an employee. ~~Additional time off may be granted at the discretion of the Police Chief.~~ Upon request from the City, the employee shall provide the name of deceased, location of services, relationship to the decedent and appropriate proof of death.

Section 2. Bereavement leave will not be charged against sick leave, vacation, holiday time or accumulated overtime.

Section 3. Immediate family shall consist of father, mother, sister, brother, spouse, children, grandparents, mother-in-law, father-in-law, grandparents-in-law, grandchildren, and other persons who are actually members of the employee's household.

ARTICLE 21. OFF-DUTY POLICE EMPLOYMENT

Section 1. A request for secondary employment will be granted in accordance with departmental policy.

Section 2. The City agrees that all authorized off regular duty police work is compensated at the base rate of ~~\$50~~^{\$32}.00 per hour for employees performing as police officers and ~~\$54~~^{\$36}.00 per hour for employees performing as supervisors. These rates may be adjusted upwards periodically, with approval of the Chief of Police, to remain competitive with other Police Agencies. The minimum time charge will be three (3) hours at the appropriate rate.

Section 3. Police-related outside employment shall be limited to a maximum number of hours established by departmental policy.

Section 4. Employees who are injured as a result of police action or while effecting an arrest shall be entitled to the same rights, privileges and workmen's compensation benefits as if injured on regular duty.

Section 5. The department will furnish, if available, a handheld radio unit to an employee working an approved off duty detail.

Section 6. Such outside work may not be performed in a manner which interferes with the employee's performance of his duty as an officer of the Opa Locka Police Department.

Section 7. ~~Current p~~Probationary employees shall not be permitted to work off duty jobs during the last six months of their probation as permitted by the Chief of Police. All employees entering the service after the effective date of this agreement will only be permitted to work secondary employment after completing their probationary period. Officers in the Field Training Officer (FTO) Program are not eligible for off-duty jobs.

Section 8. The Department will be permitted to charge off-duty employers reasonable fees for the use of Departmental resources at the rate of \$13.00 per day. In addition, the Department may charge each off-duty employer a reasonable fee on a regular basis to help defray the cost of administering the off-duty employment of its officers and supervisors at the rate of 20% of the

hourly rate paid to the employee. Such fees shall not serve to unreasonably discourage off-duty employers from hiring employees.

Section 9. The City will collect all monies from the permittee and pay out to the employee within one pay period.

Section 10. All off-duty employment within the City of Opa Locka, Florida will be reserved for employees.

Section 11. Officers in the bargaining unit have the right to first refusal for any off-duty jobs. Those off-duty jobs shall initially be assigned pursuant to seniority, with remaining slots filled on a first come, first serve basis. The seniority that is applied shall not be within classification, but based on time with the Department. Off-duty work shall be offered to bargaining unit employees (i.e. police officers, ~~corporals~~ and sergeants) before any management employee received the opportunity to work off-duty.

Section 12. ~~Denial or suspension of an employee from working off duty shall not be used as disciplinary action unrelated to off duty work. Should an employee be suspended from working off duty jobs for more than one month or banned from a particular vendor, said suspension/ban shall be grievable. Any employee who is suspended/banned from working an off-duty job or banned from a particular vendor shall be predicated on documentation substantiating such suspension/ban. Appeal of an alleged violation of this section shall be grievable to the City Manager, whose decision shall be final.~~

ARTICLE 22. MANAGEMENT RIGHTS

The City shall have the right to determine unilaterally the purpose of the police department, set standards of service to be offered to the public and exercise control and discretion over the police department and its operations. The City shall have the right to direct the police Employees, taking disciplinary action for proper cause and to relieve any police Employee from duty because of lack of work or for other legitimate reason. Except as otherwise provided in this Agreement, the City shall have the right to rehire employees; determine the starting and quitting time and the number of hours and shifts to be worked; maintain the efficiency of employees by communication through supervisory personnel; merge, consolidate, expand, or close the department or any division or part therefore, or expand, reduce, alter combine, assign or cease any job or assignment; control the use of equipment and property of the City; determine the number, location, and operation of headquarters, annexes, divisions and department thereof; schedule and assign the work to the employees and determine the size and composition of the work force; formulate departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials, facilities and equipment. Further, ~~Except as otherwise provided in this agreement,~~ the City shall manage, control and administer the police department. The City may make rules governing the conduct of the police department Employees and said rules shall govern the conduct of the performance of Employees in the police department, provided said rules are not inconsistent with the express terms of this agreement. Only those job benefits provided for herein shall inure to the benefit of the bargaining unit Employees. The parties agree to abide by the provisions of this agreement, rules and regulations of the City, including Departmental rules, as they may be hereinafter amended from time to time, provided that no such rules and regulations or directions of the managerial or administrative personnel of the City shall be inconsistent with this agreement. Failure of City to exercise any one or more of the above-enumerated rights shall not be deemed a waiver of City's rights to exercise any or all of such rights in the future. Any legal right or privilege of City not specifically relinquished by City in this Agreement shall remain with City.

ARTICLE 23. FUNERAL EXPENSE

The City will defray reasonable expenses of funeral and burial not to exceed the amount of ~~ten seven-thousand five hundred~~ dollars (\$~~107,500~~00.00) of any member Employee killed in the line of duty.- This cost may be funded by the purchase of insurance by the City.

ARTICLE 24. UNIFORMS, SAFETY AND EQUIPMENT

Section 1. The City agrees to furnish the following clothing and equipment to each bargaining unit employee and issue like replacement when original items become torn, worn and unserviceable:

- a) ~~Three~~ Five new uniforms at the time of hire each year and subsequently as needed, which shall include blue trousers, short sleeve navy blue shirts and cloth sergeant ~~and corporal~~ chevrons in addition to the following:

One (1) navy blue jacket (warm)

One (1) pair red traffic gloves

Two (2) pairs of black shoes or one (1) pair of black shoes and one (1) pair of approved sneaker type shoe (sneaker shoe up to a maximum price of \$60.00)

One (1) yellow raincoat

One (1) pair of handcuffs

One (1) long-sleeve dress shirt with tie and tie clasp

- b) The City agrees to provide all employees with an expandable baton (asp) along with training for its use.

Section 2. Any employee who shall without ~~gross~~ negligence or wanton and willful misconduct, incur any breakage or damage to his uniform or personal equipment or loss of such items in the line of duty, shall have it replace at no cost to the employee, with the approval of the Chief of Police. Such replacement item is to be of equal value to the item broken or damaged. (To include such items as eyeglasses, watches ~~and weapons~~. To exclude such items as jewelry.)

Section 3. Employees who are required to wear non-issued clothing in the course of their job, shall receive a clothing allotment and cleaning reimbursement of four hundred and fifty dollars (\$450.00) per year (payable at thirty-seven dollars and fifty cents (\$37.50) per month). Uniform employees shall receive a maintenance allowance of three hundred dollars (\$300.00) per year, payable in a lump sum at the year end or portion of the year worked. Bargaining unit

members who are out of work due to injury, not responding to the workplace and not on authorized leave (in pay status) for one month or more shall be precluded from receiving the monies outlined in Section 3 until they either, a) return to work or b) are placed in-pay status by the use of annual, sick or compensatory time. Employees at home receiving workers' compensation benefits alone shall not receive uniform allotment or cleaning allowance as contained in Section 3.

Section 4. The City shall purchase or provide each officer an I.A.C.P. approved, bulletproof vest for each member of the bargaining unit; members to be fitted individually for the vest. Such vest shall be a ~~Threat Level III~~ level II or higher NIJ certified vest. The City will provide for the replacement of bulletproof vests which become unsafe or dysfunctional as is recommended by the vest manufacturer.

ARTICLE 25. SICK LEAVE –

Section 1. Employees will earn sick time based on one (1) day per month for each month of service, accrued based upon the assigned shift schedule, eight (8), ten (10) or twelve (12) hours.

- a) One day sick leave will be earned if a new employee starts work before the 15th of a calendar month. If he/she starts after the 15th, sick leave will be earned commencing the following month.
- b) An employee who is in pay status and is absent from work will continue to earn sick leave at the rate provided herein.

Section 2. Sick leave may be used by the employees for the following reasons:

- a) Personal illness or physical incapacity to such an extent as to render the employee unable to perform the duties of the employee in his present position.
- b) Attendance upon members of the immediate family, which shall be defined as spouse or minor children, whose illness requires such care.
- c) Enforced quarantine when established by the Department of Health or other competent authority for the period of such quarantine.

Section 3. Any employee on such leave shall be paid regular holiday pay for any and all holidays (excluding birthday holidays) that occur while on sick leave.

Section 4. Accumulation of Sick Leave:

- a) Sick leave shall be used in the order accumulated.
- b) Of the first six (6) days of sick leave credited to an employee, any such sick leave not utilized shall be converted at the end of the calendar year to vacation time.

Section 5. Sick leave may be accumulated to a maximum of one thousand forty (1,040) ~~four hundred and eighty (480)~~ hours during the total term of the employee's employment.

~~Bargaining unit employees who have exceeded the four hundred and eighty (480) hour sick leave cap as of September 30, 1991 shall be paid 100% of their regular rate of pay for any sick leave in excess of the 480 hour cap. Thereafter, on or about December 1st of each calendar year, any bargaining unit employee who exceeded the maximum accumulated sick leave cap of 480 hours will be paid 100% of his/her regular rate of pay for any sick leave accrued in excess of this 480 hour cap.~~

Section 6. Sick Leave Payout:

Upon ratification of this Agreement, any employees with an excess of one thousand forty (1,040) hours sick leave shall receive a one-time payout of all hours in excess of one thousand forty (1,040) hours at the regular rate at the time of payment. After such payouts are made, no further unused sick leave will be cashed out for any reason, including death, termination, retirement, or other separation of service by the employee. In the event the employee shall die, retire, or separate under honorable circumstances from the City, he shall receive compensation for accumulated sick leave at the following rates:

- ~~—— 5-10 years of service payable at 25% of accrued sick leave bank.~~
- ~~—— 11-15 years of service payable at 50% of accrued sick leave bank.~~
- ~~—— 16-19 years of service payable at 75% of accrued sick leave bank.~~
- ~~—— 20 years or more of service payable at 100% of accrued sick leave bank.~~

~~—— Section 7. Sick leave shall be paid at the regular rate of the employee at the time of death, retirement or honorable separation from service.~~

Section 8. An employee shall be allowed to ~~two~~ call in sick and utilize sick leave two (2) consecutive (2) shifts without being required to produce a doctor's note. While out on sick leave, the employee must be at his/her residence, a doctor's office or a hospital or be en route to one of these locations. If the employee remains on sick leave for more than two (2) consecutive shifts, he shall, provide the following:

- a) A doctor's certificate or note upon the day of return to work providing:

1. Nature of the illness.
2. Whether or not it was incapacitating.
3. Certification that the employee is fully fit to perform his duties

OR

- b) A waiver of this provision by the Chief.

Section 9. Failure of the employee to provide such a note or certification may result in the employee being disciplined, up to and including termination of employment.

Section 10. The employee shall at all times submit himself for examination by City appointed physicians.

Section 11. The City shall develop, in cooperation with the Association, operational standards for the purpose of controlling sick leave abuse and providing for proper discipline of employees who abuse the sick leave privilege as provided in this article.

Subject to the above-referenced cooperation with the Association, said guidelines for the usage of sick leave shall loosely follow the schedule of disciplinary action for instances of utilization of sick leave below. At all times, sick leave usage shall be analyzed on a case-by-case basis, taking into consideration the unique reasons for each employee's usage of sick leave. As such, the schedule below shall be used as a guideline in order to allow the employer and employee some basis of expectation, and may be more or less stringent as dictated by the individual circumstances surrounding the sick leave usage.

An instance shall be defined as a consecutive period of days, regardless of length.

The schedule of discipline shall be:

One to two instances	-	no action.
Three instances	-	formal counseling.
Four instances	-	written reprimand.
Five instances	-	suspension of one (1) to three (3) shifts or an equivalent forfeiture of accrued time.
More than five instances	-	Discretion of the Chief up to and including dismissal.

In the event that an employee provides a written medical excuse from a licensed medical practitioner setting forth the nature of the illness and the requirement that the employee be absent from work, said period of absence shall not be charged as an instance, as defined in this article.

ARTICLE 26. HOURS AND OVERTIME

Section 1. The basic week of work shall be **either** forty (40) hours, which would consist of five days, eight hours per day or four days, ten hours per day, **or** a basic workday of ~~twelve~~¹² (12) hours; which would consist of 84 hours within a per pay period, ~~four (4) of which would be paid at the overtime rate.~~ The determination of implementing the 4/10 workweek or 12-hour day shift schedule rests in the discretion of the City with the understanding that it shall be submitted to a Labor Management Committee in the second year of this Agreement.

Section 2. Overtime shall be compensated at a rate of time and one-half. There shall be no obligation on the part of management to allow overtime work. In the event, in the sole discretion of management, it becomes necessary for any employee to perform service in excess of forty (40) actual working hours in an 8- or 10-hour day, or ~~840~~ hours per pay period in a 12-hour day shift schedule, the employee shall work overtime hours as required. Sick leave and vacation or holiday leave shall not be considered time worked in computing overtime hours. All work performed beyond forty (40) or ~~eighty-four (840)~~ hours as previously described shall be computed at the rate of time and one-half.

Section 3. Schedules will not be altered to avoid the payment of overtime but for the scheduling of police training.

Section 4. In an effort to create flexibility within the police department whereby an employee may volunteer to be paid in banked time for hours worked that would otherwise be paid at the overtime rate, the City agrees to allow the employee to create an “in house” time bank at the rate of time and one-half for up to one hundred and twenty (120) ~~eighty (80)~~ hours of accumulated time. ~~Accumulated hours in excess of one hundred and twenty (120) ~~eighty (80)~~ hours shall be paid at the overtime rate~~ shall not be paid under any circumstances. Comp time shall be approved by the employee's direct supervisor.

Section 5. Court time in excess of the basic week of work shall be compensated at overtime rate for time actually appearing in Court from Police Station and return as shall appear on

a certificate prepared by the Clerk of the Court showing time checked into the Court and time of discharge or by a certificate prepared by the state Attorney or his designated employee or court liaison system or such other method designated by the chief. The City shall pay at least three (3) hour minimum rate for a court appearance.

Section 6. In the event the Chief of Police determines in his sole discretion that an emergency condition exists, employees may be required to work continuous shifts without off-duty hours between shifts. Whenever possible, no employee will be required to work two consecutive double shifts (16 hours) within any two-day period.

Section 7. Employees shall be compensated for stand-by time as provided by the Fair Labor Standards Act (FLSA).

Section 8. If an employee has approved leave time (excluding normal days off) suddenly canceled by the City due to being placed on stand-by status and has to cancel preplanned travel reservations for which he cannot be refunded, the City agrees to reimburse the employee accordingly, upon presentation of receipts and documentation of expenses, so long as the employee gives prompt and complete prior notice to the City that its actions may cause a cancellation.

Section 9. No employee shall be compensated in addition to his regular rate of pay for services performed as an employee in a higher pay classification unless the employee shall serve in such a position for more than one (1) month.

Section 10. The employee shall be compensated at the appropriate rate for a minimum of two (2) hours in the event he is required to return to work during a period not assigned on the regular shift.

Section 11. The City will compensate the employee only for off-duty training required by the City at time and one-half (1-1/2). Employees shall not be compensated in any way by the City for off-duty training not required or requested by the City.

ARTICLE 27. PROMOTIONS AND SPECIALTY ASSIGNMENTS

Section 1. The City will announce promotional examinations at least ninety (90) ~~forty-five (45)~~ days in advance of said examinations. The City will list the areas which the examination will cover and the sources from which the examinations are drawn, and the location of the source.

Section 2. The City agrees to assure the promotional examinations are validated in accordance with established validation standards and techniques. The City further agrees that the promotional examination will be developed and prepared by an individual independent of the City who is a subject matter expert and who has been provided all the source materials prior to drafting the promotional examination, and who holds a bachelor's degree or higher from an accredited university. To be eligible for the Sergeant's examination, bargaining unit employees who hold a bachelor's degree or higher from an accredited institution must have been employed for ~~two (2)~~ three (3) years with the City of Opa Locka. Bargaining unit employees who hold no degree from an accredited institution must have been employed for four (4) ~~three (3)~~ years of continuous service with the City of Opa Locka.

Section 3. The promotional examination shall consist of three parts:

- a) A written examination.
- b) An oral board interview, said board which shall be comprised of three law enforcement officers of the rank of lieutenant or higher, one selected by the City, one selected by the Union and a third selected by the other two members. All members of the oral board shall be required to sign an affidavit of non-conflict and non-disclosure. This affidavit shall attest to the fact that the oral interview board member does not have any conflict with any of the participants and that the oral board member has not disclosed any part of the deliberations or discussions which took place during the oral board interview.
- c) A seniority point calculation.

Section 4. The three parts of the promotional examination outlined herein shall be

combined in order to arrive at the candidate's final score. All candidates must achieve a seventy (70) percentile score or higher in the written examination in order to proceed to the oral interview. The weight given to the three parts of the promotional examination shall be as follows: Sixty -Five (65) ~~Seventy (70)~~ percent of the overall score from the written examination, thirty (30) ~~twenty-two (22)~~ percent of the overall score from the oral interview, and five (5) ~~eight (8)~~ percent based on the following seniority point calculation:

- | | | |
|----|--------------------------------------|------------------|
| a. | <u>Less than 3 years of service</u> | <u>0 points;</u> |
| b. | <u>3-5 years of service</u> | <u>1 point;</u> |
| c. | <u>5-7 years of service</u> | <u>2 points;</u> |
| d. | <u>7-9 years of service</u> | <u>3 points;</u> |
| e. | <u>9-11 years of service</u> | <u>4 points;</u> |
| f. | <u>More than 11 years of service</u> | <u>5 points.</u> |

Section 5. The entire promotional examination, certification of the eligibility list and filing of the vacancy shall take no more than one hundred twenty days (120) from the occurrence of the vacancy.

Section 6. The City agrees that upon execution of this agreement, the promotional probationary period shall be of one (1) year duration and cannot be extended except when the probationary employee is incapacitated because of illness or injury.

Section 7. Promotions shall be made from the top four (4) of an eligibility list. The eligibility list shall be valid for two (2) years from the date it is certified by the City unless there are fewer than two names on an otherwise valid list.

Section 8. Specialty Positions shall be defined as any position not assigned to routine uniform patrol. Whenever a vacancy occurs in a specialty position or a new specialty position is created, the following procedure will be utilized:

- a) The available position will be posted.
- b) All interested employees will be interviewed.
- c) Only those officers who have successfully completed a one (1) year probationary period and one additional year of service as a police officer with the City will be eligible for

the specialty position.

Section 9. ~~The rank of corporal is an appointed rank and not subject to the promotional requirements of this Article.~~

Section 10. Acting Ranks. Any individual who is assigned the acting rank of sergeant must be on a current eligibility list , if one exists. The person must be the next person listed on the rank order promotion list , unless the vacancy is in a specialty sergeant position. ~~There shall be no deviation.~~ The City further agrees that any acting rank position that is established, that remains in existence for longer than ~~ninety (90)~~ one hundred eighty (180) days, shall trigger the provisions of Article 27, "PROMOTIONS". ~~This subsection shall take effect six (6) months after the collective bargaining agreement is ratified.~~ The Chief may recommend an individual to the Acting Rank of sergeant.

ARTICLE 28. HOLIDAYS

Section 1. The following and any other day designated by the City Commission are holidays:

New Years Day
Martin Luther King ~~Day's Birthday~~
~~President's Day~~ ~~Washington's Birthday~~
Law Enforcement Appreciation Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Day Christmas Day

Section 2. All employees will be given a day off for their birthdays with pay after working a full year, at a time mutually agreed upon.

Section 3. When a holiday occurs each employee member will be paid one extra day's pay for such holiday, based upon their assigned shift schedule, eight (8) ten (10) or twelve (12) hours (Employees shall work five days in a holiday week and receive six days pay, as per current practice). Holiday hours accrued will be paid as earned and shall not be paid upon separation from the City. Final payment for any accrued holiday pay shall discontinue effective December 31, 2022. ~~Employees shall have the option of receiving payment for holidays at the end of the pay period during which the holiday occurred; or deferring payment, for all holiday leave occurring between December 15th and November 30th, to the first pay period in December of each year. Such options must be elected prior to December 1st of each year and is irrevocable.~~

ARTICLE 29. LEAVE OF ABSENCE

Section 1. Leaves of absence without pay for a period not to exceed fifteen (15) days shall be granted for a reasonable purpose to any employee by the Chief of Police. Such leaves may be renewed or extended for any reasonable purpose.

Section 2. Medical/Maternity leave may be granted by the Chief of Police for a period up to six (6) months upon request.

Section 3. Leave of absence for an employee who is a member of the National Guard or the Military Reserve Forces of the United States shall be in accordance with the Florida Law.

Section 4. Employees may, at the discretion of the Chief of Police, obtain leaves of absence with or without pay for police oriented educational purposes to attend conferences, seminars, briefing sessions or other activities of a similar nature that are intended to improve or upgrade individual skills or professional ability. Educational leave may be granted by the Chief of Police for a period up to one (1) year at the request of the employee. Any employee on a non-paid authorized leave of absence will reimburse the City for life and health insurance premium contributions, should they choose to continue such coverage, except as required by law. Employees on non-paid leave of absence shall not accrue seniority while on a leave of absence.

ARTICLE 30. INSURANCE BENEFITS

The City agrees to pay 100% of health insurance coverage for all bargaining unit members, and 50% of spouse or family coverage in an HMO provided by the City. Employees wishing to upgrade their health care to the City-provided PPO plan shall have the dollar value of HMO coverage applied towards their PPO coverage.

ARTICLE 31. GRIEVANCE PROCEDURE AND DISCIPLINARY MATTERS

A. Grievance Procedure

Section 1. All bargaining unit employees shall have a right to a fair and equitable grievance procedure administered without regard to membership or non-membership in the Association. Only the grievance procedure set forth herein may be used by the bargaining unit employee. The grievance procedure shall not be used to modify, add to or alter any provision of this agreement.

Section 2. A grievance shall be defined as any disagreement over the interpretation and application of the terms of this agreement.

Section 3. Procedure

Step 1 - The employee shall discuss the grievance with his/her immediate supervisor within seven (7) calendar days after the incident which gave rise to the grievance. The immediate supervisor shall have seven ~~ten~~ (7) ~~10~~ calendar days to respond verbally to the employee.

Step 2 - If the grievance remains unresolved, the employee shall present the grievance, in writing, to the Deputy Chief of Police, with a copy submitted to the employee's supervising lieutenant within seven (7) calendar days from the date the immediate supervisor's response was received. The Deputy Chief of Police shall have seven ~~fifteen~~ (7) ~~15~~ calendar days to respond, in writing, to the employee.

Step 3 - If the grievance remains unresolved, the employee shall present the grievance, in writing, to the Chief of Police within seven (7) calendar days from the date the Deputy Chief's response was received. The Chief of Police shall have seven ~~fifteen~~ (7) ~~15~~ calendar days to respond, in writing, to the employee.

Step 4 - If the grievance remains unresolved, the employee shall present the

grievance, in writing, to the City Manager within seven (7) calendar days from the date the Chief of Police's response was received. The City Manager shall have fifteen (15) calendar days to respond, in writing, to the employee.

Step 5 - If a grievance has not been satisfactorily resolved within the Grievance Procedure, the aggrieved employee and/or the Association shall request a review by an impartial, neutral party no later than ten (10) calendar days following receipt of the City Manager ~~Chief's~~ response in Step 43 of the Grievance Procedure. The parties shall jointly request a list of five (5) sub-regional names from the Federal Mediation and Conciliation Service ~~American Arbitration Association~~. Within seven (7) calendar days of receipt of the list, the parties shall alternately strike names, the City striking first and thus leaving the fifth name who will act as Arbitrator. The City and the Association shall attempt to mutually agree in writing as to the statement of 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 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 witnesses and of its own representative. The impartial arbitrator's fee and related expenses and the 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 costs. Copies of the Arbitrator's decision 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 pertain to reprimands, whether oral or written. This type of grievance would be an Inter-Departmental Grievance and would follow the Grievance Procedures as stated above.

B. 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 to refute the charges against him or her and/or recommendation being forwarded to the Chief.
- b) Employees suspended for more than twenty (20) days shall only serve the first 20 days of such suspension with the remainder to be served after the issuance of an Arbitration Award confirming a suspension of greater than 20 days.~~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 expedited hearing.
- d) ~~Employees may appeal suspensions or terminations either through the Contractual Grievance Procedure (Article 31) or through the Personnel Board City Manager, 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. All employees must make an irrevocable election to pursue only one (1) of the above outlined vehicles.~~
- 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 Chief for his approval. Employees exercising this option, upon approval by the Chief, shall formally waive their right to any further appeal action on said suspension.

Section 5. Selection of redress other than through the Grievance Procedures contained herein shall preclude the aggrieved party or parties from utilizing said Grievance Procedures or accessing an arbitration forum.

Section 6. Any grievance not processed in accordance with the time limits provided above shall be considered conclusively abandoned.

Section 7. The Employee Organization may file and process Association grievances at the Chief of Police's steps when the contract violation affects the unit as a whole.

B. Disciplinary Matters

Section 1. The compensation and expenses of the Arbitrator and expenses attributable to rental of the hearing room, if any, shall be split between the City and the Association. Each party

shall bear the expense of its own representatives and witnesses at the arbitration hearing. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless otherwise agreed to by the Parties.

Section 2. An employee who receives a written reprimand shall have the right to an informal hearing before the Chief of Police at which time the evidence regarding the incident shall be evaluated and discussed. If the employee does not agree with the recommendation made by the Chief of Police, then the employee has the right to a formal hearing before the City Manager. At the formal hearing, the employee has the right to present oral and documentary evidence and cross examine all adverse parties and witnesses. The employee shall also have the right to be accompanied, represented and advised at the hearing by a representative of his or her choosing.

ARTICLE 32. PERSONNEL RECORDS

Section 1. All personnel records of the employees shall be kept confidential and shall not be released to any person except: authorized official of the Employer, or in response to a subpoena from a court of competent jurisdiction, or upon written authorization from the employee, or in a manner permitted by law.

Section 2. Upon reasonable request any employee shall have the right to inspect his/her official personnel records wherever kept. The member shall have the right to make duplicate copies of this record for his/her use at the employee's expense and the City agrees that no record or records shall be concealed from the employee's inspection.

Section 3. An employee shall have the right to add to his/her personnel records written refutation (including signed witness statements) of any material he/she considers detrimental.

Section 4. No bargaining unit members' name shall be released by the City until a minimum of seven (7) calendar days elapses from notice to the employee of the request, unless both the employee and Association submit a written waiver of this provision. This provision does not apply to requests for public records made pursuant to Chapter 119, Florida Statutes, and shall only be grievable to the City Manager.

Section 5. The City agrees to adopt the General Records Schedule for Law Enforcement Agencies as promulgated by the Florida Department of State on November 1982, and as may be amended from time to time and pursuant to this Agreement.

~~Upon written request and upon submission of the required forms by an affected employee, The City agrees to mark the following documents "No Longer in Effect" and remove them from the employee's City files (Internal Affairs, Departmental, Personnel, etc;) and place them in a file created for each employee entitled "Outdated Documents" take whatever action is necessary, subject to the approval of the State of Florida, to cause to be purged from the employee's Personnel departmental and/or internal review file(s) the following:~~

~~(a) All documents contained within said file(s) pertaining to a sustained formal~~

discipline, provided that five (5) years from the date of the disposition of the discipline have passed, and further provided that an infraction free period of one (1) year precedes such purge;

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

~~—— (c) —— All documents contained within said file(s) pertaining to any unsustained, unfounded or exonerated disciplinary actions, provided that one (1) year from the date of disposition of the disciplinary action has passed; further provided that there are no litigations pending pertaining to said disciplinary action(s) referred to in subsection a, b, and c.~~

~~—— For purposes of this Article "formal" shall mean demotion, removal, suspension or such action.~~

ARTICLE 33. VACATIONS –

Section 1. Employees shall be granted vacations as follows, with the days being computed based upon the assigned shift schedule of eight (8) ten (10) or twelve (12) hours:

<u>Tenure with the City</u>	<u>Annual Leave Per Year</u>
1 through 5 years	12 working days
6 through 10 years	15 working days
11 through 15 years	18 working days
16 through 20 years	20 working days
21 years and over	22 working days

Section 2. Vacation time shall be computed to exclude any holiday falling within the vacation. The extent and time of vacation shall be determined at the discretion of the Chief.

Section 3. Annual leave may be accumulated to a maximum of two hundred forty (240) hours. Upon ratification of this Agreement, any employees with an excess of two hundred forty (240) hours shall receive a one-time payout of all hours in excess of two hundred forty (240) hours at the regular rate of the employee at the time of payment. After payout, employees who exceed two hundred forty (240) hours at the time of their anniversary shall forfeit all hours in excess of two hundred forty (240) hours.

Any unused annual leave will be cashed out to the benefit of the employee upon death, termination, retirement, or separation from the City so long as the employee has provided the City with a two-week notice (of separation) and has been employed by the City longer than 365 consecutive days.

Section 4. Upon termination of the member employee for any reason or in the event of death, he or his heirs shall be entitled to an immediate lump sum payment for all vacation time earned and accrued at the employee's last rate of pay, up to the maximum of two hundred forty (240) hours.

Section 54. Employees may request vacation paychecks in advance of the scheduled vacation by submitting a request in writing to the payroll office at least thirty (30) days prior to the

starting of the vacation. If vacation time is not utilized, it shall automatically be carried over to the succeeding year.

Section 65. Employees will be permitted to split their vacation dates with approval of the Chief.

ARTICLE 34. PHYSICAL EXAMINATION AND WORKMEN'S COMPENSATION BENEFITS

Section 1. The Employee shall be required annually to submit to an electrocardiogram and physical examination, which shall include substance abuse testing, performed by a physician selected by the City. The City will pay the cost of said examination.

The City has the right to require any employee to undergo a medical or psychological examination by an assigned doctor, if reasonable suspicion exists in the discretion of the Chief of Police for such an examination, to ascertain whether or not the employee is physically and mentally capable of performing the duties required of the employee's classification. This examination will be conducted on City time and at the City's expense. Time spent obtaining the examination shall be considered work time and shall be paid as such at the applicable rate of pay.

Section 2. The City shall provide Workmen's Compensation coverage for the Employee. In the event of an on-the-job injury to an employee, such employee will be carried at full pay, minus Workmen's Compensation daily benefits on the rolls of the Opa Locka Police Department to a maximum of two hundred forty (240) days. Daily benefits and the time loss as a result of the on-the-job injury will not be charged against any existing type of leave time. The Workers' compensation award shall constitute prima facie evidence of permanent disability.

Section 3. Daily benefits and time lost as a result of on-the-job injury shall not be charged against any type of leave time. An Employee may select their own physician for medical care as may be permitted under Chapter 440 of the Florida Statutes or as allowed by Workers' Compensation carrier. The City, however, may require an employee who suffers an on-the-job injury to be examined by a physician selected by the City at the City's expense.

Section 4. Any Employee injured on-the-job shall be paid a full eight (8), ten (10) or twelve (12) hours wages, depending on his/her shift, for the day of the accident if his/her treating physician advises that he/she could not or should not return to work that day.

Section 5. Any Employee who is able to work after a job-related injury, shall be reinstated to his/her former job, provided he/she is physically qualified to perform the work.

Section 6. The City of Opa Locka agrees to implement a Heart Disability Provision known as “Police Heart”. The intent to this provision is to provide the benefits, as outlined herein to sworn police officers, who suffer a condition of impairment as defined herein.

Scope of “Police Heart”.

- 1) The guidelines and definitions regarding “Police Heart” shall be governed as defined by Section 112.18, Florida Statutes 1995, entitled Special Provisions Relative to Disability.
- 2) “Police Heart” shall not extend or otherwise affect Chapter 440, Florida Statutes pertaining to Workers’ Compensation benefits, as well as any normal or disability retirement benefits.
- 3) Recipients eligible for “Police Heart” shall be entitled to all the benefits and subject of all the restrictions normally associated with the long-term disability (i.e. health insurance, discontinuance of accumulation of sick leave, etc.) but shall receive benefits determined in accordance with “Police Heart” provisions of this section.
- 4) “Police Heart” shall be effective upon ratification of this Agreement. Officers who have been diagnosed as suffering from a condition of impairment as defined herein prior to the ratification of this Agreement shall not be eligible to receive benefits under the provisions of “Police Heart” program. This program shall not include individuals who have been diagnosed with high blood pressure or hypertension.

Police Heart Eligibility

- 1) Minimum of ten (10) years of service as a sworn police officer employed by the City of Opa Locka.
- 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 then (10) years of service to vest, but would instead be entitled to receive normal 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 Police Heart benefits shall receive at 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 limitation, 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 anytime 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 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.
- b) Whether the Employee's condition of impairment continues to prevent him or 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 or her representative, or the City, from proposing or exploring the possibility of a settlement in regard to that Employee's employment relationship with the City, at anytime while an Employee is in partial disability status.

ARTICLE 35. SUBSTANCE ABUSE TESTING, ALCOHOL SCREENING¹

Section 1. The City and the Association recognize that employee substance and alcohol abuse can have an adverse effect on departmental operations, the image of the City employees and the general health, welfare, and safety of the employees and the general public.

Section 2. The Department shall continue to have the right to require substance abuse and alcohol screening as a part of any physical examination provided in accordance with the provisions of Article 35 of the Agreement.

Section 3. The Department shall also have the right and authority to require employees to submit to substance abuse and alcohol screening 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 that indicate a reasonable suspicion to believe that the employee is under the influence of such substance, suffers from substance or alcohol abuse, or is in violation of departmental rules and regulations regarding the use of such substance. The Department agrees that requiring employees to submit to testing of this nature will also include impartial random testing consistent with the City's administrative policy, and in accordance with all parameters included within the Florida Drug Free Workplace.

Section 4. It is further understood by the parties that the aforementioned authority to require employees to submit to such testing shall be approved by the Chief of Police or the person acting in the capacity of the Chief to insure proper compliance with the terms of this article.

Section 5. The City, guided by the most recent research in toxicology, will select the appropriate test to be used. If an employee tests positive, a second test must be administered in a timely manner to verify the results before administrative action is taken. Negative test results shall be provided verbally to the City and shall not become a part of the employee's personnel file or any other City file. All tests will be conducted in approved laboratories using recognized technologies.

¹ Where not in conflict with this Article, the parties shall also abide by the City of Opa Locka, Florida Administrative Regulation #97-1, Drug and Alcohol Free-Workplace Policy and Work Rules. Violations of Florida Administrative Regulation #97-1 shall be grievable under this Agreement up to and including arbitration.

Section 6. The results of such tests may result in referral for rehabilitation or counseling or, where appropriate, disciplinary action, up to and including dismissal. Employee refusal to submit to substance abuse or alcohol screening in accordance with the provisions of this article may result in disciplinary action, up to and including dismissal, in accordance with the rules of the Department.

ARTICLE 36. COMPENSATION AND LONGEVITY –

Section 1. Effective upon the ratification of this Agreement, the City shall implement a \$10,000 increase to the current starting salary for bargaining unit members, and in doing so, establish a \$48,000 minimum salary for Police Officers and a \$53,185 minimum starting salary for Police Sergeants. This also includes a 5% increase across ten steps of each pay scale. Once this Agreement is ratified, bargaining unit members will receive the below-stated increases, as reflected in Attachment “1” of this Agreement:

- a. Current bargaining unit members also employed at any time from October 1, 2020, through September 30, 2021, (FY 2021) shall receive a one-time payment of 3% of their salary during FY2021 prorated for the amount of time worked during FY 2021, if hired after October 1, 2020.
- b. Effective and retroactive to October 1, 2021, all bargaining unit members shall receive a six point zero nine percent (6.09%) salary increase.
- c. Effective October 1, 2022, all bargaining unit members shall receive a nineteen point zero six percent (19.06%) salary increase.
- d. The Parties shall reopen this Agreement on or after April 1, 2023, to negotiate salary increases for the 2023-2024 fiscal year.

~~Effective upon the ratification of this Agreement, the new starting salary (entrance pay step) for law enforcement officers in the City shall be \$38,000.00 annually, and all bargaining unit members shall be slotted into the pay step plan attached to this Agreement as Attachment 1. Employees shall be slotted into the step plan commensurate with their rank and years of service by classification to the department. For example, an officer with five (5) years of service to the City would be slotted in at Step 5. A Corporal or Sergeant with five years of service to the City, but two as a Corporal or Sergeant would be slotted in at Step 25 of the Corporal or Sergeant scale, respectively. However, no bargaining unit member shall be slotted in to a pay step that would result in a decrease in their~~

~~annual rate of pay, and shall be slotted in to the lowest step representing a pay increase to the employee.~~

Section 2. On each employee's anniversary date, they shall progress to the next pay step ~~up from the step that they were slotted in to.~~

Section 3. All employees shall serve a one (1) year working probationary period on date of hire as a certified police officer.

Section 4. An employee who is promoted shall be placed at the lowest step of the sergeant's pay scale reflecting ~~receive a~~ minimum of five percent (5%) pay increase, which would ~~place them into the salary pay step plan for their new rank, at the same step as their previous rank (for example, a police officer at step 5 promoted to police corporal would slot in to step 5 at the corporal rank, which is a 5% increase).~~ Any employee who is promoted shall serve a one (1) year working probationary period from the date of the promotion.

Section 5. A four ~~three~~ percent (43~~3~~%) shift differential pay shall be paid to all officers and sergeants for the midnight shift as well as to specialized units.

Section 6. Beginning on a bargaining unit member's 11th anniversary, they shall be paid a longevity bonus in accordance with the chart below:

<u>Rank</u>	<u>Years of Service</u>	<u>Longevity Bonus</u>
Officer	11&12	\$1,000.00
	13&14	\$1,500.00
	15+	\$2,000.00
Corporal	11&12	\$1,500.00
	13&14	\$2,000.00
	15+	\$2,500.00
Sergeant	11&12	\$2,000.00
	13&14	\$2,500.00
	15+	\$3,000.00

PBA Proposed Wage Rates

		FY 22 *	FY 23
Increase %		6.09%	19.06%
<u>Officer</u>			
Entrance	38,000	40,314	48,000
1	40,100	42,542	50,653
2	42,105	44,669	53,185
3	44,210	46,902	55,844
4	46,421	49,248	58,637
5	48,742	51,710	61,569
6	51,179	54,296	64,647
7	53,738	57,011	67,880
8	56,425	59,861	71,274
9	59,246	62,854	74,837
10	62,208	65,996	78,579
 <u>Sergeant</u>			
Entrance	42,105	44,669	53,185
1	44,210	46,902	55,844
2	46,421	49,248	58,637
3	48,742	51,710	61,569
4	51,179	54,296	64,647
5	53,738	57,011	67,880
6	56,425	59,861	71,274
7	59,246	62,854	74,837
8	62,208	65,996	78,579
9	65,319	69,297	82,508
10	68,585	72,762	86,634

* FY 22 Rate reflects 3% increase in FY 21 and second 3% in FY 22 for a compound growth rate of 6.09%

ARTICLE 37. PREVAILING BENEFITS

All job benefits in effect at the time of the execution of this agreement, heretofore authorized by the City Manager, or benefits provided for by ordinance of the City Commission, not specifically provided for or abridged by this agreement, shall remain in full force and effect for the duration of this agreement.

ARTICLE 38.

THIS ARTICLE INTENTIONALLY LEFT BLANK

ARTICLE 39. TERM OF AGREEMENT

Section 1. This Agreement shall become effective _____, ~~2022~~~~July 23,~~
2013, based upon ratification by the Association and approval by the City and shall continue
through September 30, ~~2025~~~~14~~.

Section 2. It is agreed and understood that this Agreement constitutes the whole
agreement between the parties and that after a majority vote of those bargaining unit employees
voting on the question of ratification and thereafter upon its ratification by the Opa Locka City
Commission, shall be effective on _____, ~~2022~~~~July 23,~~ 2013, and shall remain in force
until September 30, ~~2025~~~~14~~.

Section 3. This contract will remain in full force and effect until its successor is ratified
and implemented.

**AGREED TO THIS, THE ____ DAY OF _____, 2022, BETWEEN THE
RESPECTIVE PARTIES THROUGH AUTHORIZED REPRESENTATIVES OF THE
DADE COUNTY POLICE BENEVOLENT ASSOCIATION AND THE CITY OF OPA-
LOCKA, FLORIDA.**

**FOR THE CITY OF
OPA-LOCKA, FLORIDA:**

**FOR THE DADE COUNTY
POLICE BENEVOLENT
ASSOCIATION:**

**VERONICA WILLIAMS
CITY MAYOR**

**STEADMAN STAHL
PBA PRESIDENT**

**DARVIN WILLIAMS
CITY MANAGER**

**ANDREW M. AXELRAD, ESQ.
GENERAL COUNSEL**

**SHIRLYON MCWHORTER, ESQ.
CITY SPECIAL LABOR COUNSEL**

**MICHAEL BRAVERMAN, ESQ.
PBA SPECIAL LABOR COUNSEL**

**JOANNA FLORES
CITY CLERK**

**LAWRENCE HOLBOROW
PBA REPRESENTATIVE**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA, APPROVING SUBMITTED LEGAL INVOICES FROM BURNADETTE NORRIS-WEEKS, P.A.; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Opa-Locka, Florida ("City Commission") finds that certain litigation bills have been submitted by Burnadette Norris-Weeks, P.A. ("Law Firm") to the City Commission for payment; and

WHEREAS, the City of Opa-Locka ("City") has benefited from legal services rendered by the law firm Burnadette Norris-Weeks, P.A.; and

WHEREAS, the City Commission finds it fitting and appropriate that the Law Firm be paid for past work performed and desires to approve legal invoices submitted.

NOW THEREFORE, BE IT RESOLVED THAT THE CITY COMMISSION OF THE CITY OF OPA LOCKA, FLORIDA:

Section 1. Recitals. The recitals to the preamble herein are incorporated by reference.

Section 2. Approving Legal Invoices Submitted and Authorizing Payment. The City Commission hereby approves legal invoices submitted and authorizes and directs that appropriate payment to law firm Burnadette Norris-Weeks, P.A. for legal services previously provided.

Section 3. Effective Date. This Resolution shall be effective immediately and shall be forwarded to the Governor's Designee.

Resolution No. _____

PASSED AND ADOPTED this _____ **day of** _____, 2022.

Veronica Williams, Mayor

ATTEST:

Joanna Flores, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Burnadette Norris-Weeks, P.A.
City Attorney

Moved by: _____

Seconded by: _____

VOTE:

Commissioner Bass:	_____
Commissioner Davis:	_____
Commissioner Dominguez:	_____
Vice-Mayor Taylor:	_____
Mayor Williams:	_____