

**RESOLUTION NO. 2014-33**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA RATIFYING AND APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION AND THE CITY OF HIALEAH, FLORIDA FOR A PERIOD FROM OCTOBER 1, 2013 THROUGH SEPTEMBER 30, 2016, A COPY OF WHICH WILL BE ON FILE IN THE OFFICE OF THE CITY CLERK.

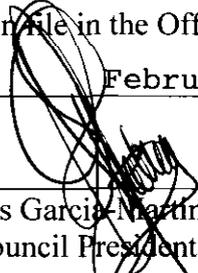
**WHEREAS**, pursuant to Hialeah, Fla., Resolution 11-03 (Jan. 12, 2011), the City of Hialeah ratified a Collective Bargaining Agreement between the Dade County Police Benevolent Association and the City of Hialeah for a three-year period, commencing on October 1, 2013 through September 30, 2016; and

**WHEREAS**, the City and the Dade County Police Benevolent Association presented this agreement for ratification to the bargaining unit members, who have on this date ratified the agreement by majority vote.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

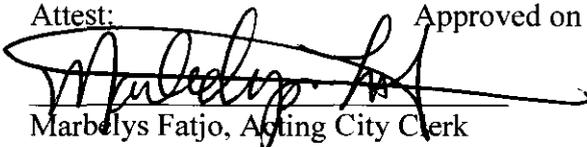
**Section 1:** The Mayor and the City Council of the City of Hialeah, Florida hereby ratify and approve the Collective Bargaining Agreement between the Dade County Police Benevolent Association and the City of Hialeah, Florida for a period from October 1, 2013 through September 30, 2016, a copy of which will be on file in the Office of the City Clerk.

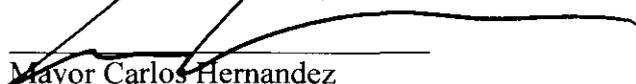
PASSED AND ADOPTED this 25 day of February, 2014.

  
\_\_\_\_\_  
Isis Garcia-Martinez  
Council President

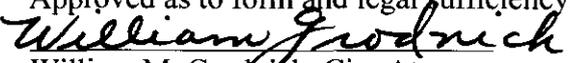
Attest:

Approved on this 25 day of February, 2014.

  
\_\_\_\_\_  
Marbelys Fatjo, Acting City Clerk

  
\_\_\_\_\_  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
William M. Grodnick, City Attorney

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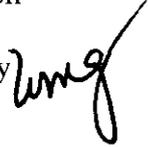
Resolution was adopted by a 6-0-0 vote with Councilmembers, Caragol, Casals-Muñoz, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes". Councilwoman Cue-Fuente abstained from voting.

**CITY OF HIALEAH  
CITY ATTORNEY'S OFFICE**

**MEMORANDUM**

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**TO:** Mayor Carlos Hernandez, and  
Members of the Hialeah City Council

**FROM:** William M. Grodnick, City Attorney 

**DATE:** February 10, 2014

**RE:** Approval of Collective Bargaining Agreement between Dade County Police Benevolent Association and the City of Hialeah

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The proposed Collective Bargaining Agreement being presented for approval is a three-year agreement, covering the time period from October 1, 2013 through September 30, 2016. The proposed Agreement includes monetary concessions in the first fiscal year and includes major pension reform representing approximately \$75 million in savings over a 30-year period, which will reduce the unfunded or future liability of the Hialeah Retirement System. The significant changes in the Collective Bargaining Agreement are as follows:

**Pension Reform**

- 1. Change from Non-Contributory System to Contributory System.** The existing system was premised on an employee annuity contribution of 7% to the pension system, which was returned to the employee in lump sum with interest upon separation from the City or retirement or any time after retirement when requested by the employee. The proposed change for each new or future year for existing sworn police officers and for new sworn police officers hired on or after February 25, 2014 is a 4% contribution based on compensation based on the amount of salary, longevity, incentive and special pay. This contribution will be made either in lieu of the annuity contribution or in addition to the 7% annuity contribution, at the option of the officer. During the first fiscal year, Fiscal Year 2013-2014, only, existing police officers and new police officers hired during the year shall pay a 5% pension contribution prospectively from February 26, 2014 for the balance of the year. If the funding of the Pension Plan exceeds 80% funded, the police officer contribution will be reduced to 3%. If the funding of the Pension Plan exceeds 100% funded, there will be no police officer contribution.
  
- 2. Full retirement benefits for new sworn police officers hired on or after February 25, 2014.** In addition to the 4% police officer contribution, the point system (age plus years of service with a minimum of 20 years of service) for eligibility of full retirement benefits has been increased from 70 points to 76 points. The annual base pension of \$1,800 has been eliminated. The percentage of the 10-year COLA that is added to a retiree pension has been reduced from 2% per year commencing at age 52 to 1% per year.

3. **Vested or deferred retirement benefits for new sworn police officers hired on or after February 25, 2014.** For new sworn police officers hired on or after February 25, 2014, who later retire with at least 10 years of service and less than 76 points, retirement benefits will commence at age 59½ rather than at age 55 as so provided in the current pension system. In addition, the annual base pension of \$2,800 is eliminated.
4. **Extension of civil service years with retirement benefits.** Sworn police officers who have worked in excess of 25 years of actual civil service may receive an additional retirement benefit of 1.5% for each year of additional service up to a maximum of three years. Normal retirement benefits for each year of service for the first 25 years with the 70 points (existing police officers) or 76 points (new police officers) is 3%. This represents an additional savings towards future City pension contributions.
5. **Deferred Retirement Option Plan (DROP).** The Plan has been revised to limit the duration of the DROP or sworn police officers who remain in full duty status (not in permanent light duty status) throughout the three years of the DROP.
6. **No free City insurance contribution for vested (deferred retirees) employees who do not receive full retirement benefits.** Retirees will pay full insurance premium for retirees and dependents for whatever insurance that the City provides to current employees.
7. **No City contribution for non-job-related disability retirees.** Retirees will pay full insurance premium for retirees and dependents for whatever insurance that the City provides to current employees.

#### **Monetary Concessions and Provisions**

1. **Fiscal Year 2013-2014.** 5% Pension contribution. Floating holiday eliminated. \$250.00 clothing stipend eliminated. 0% salary increase.
2. **Fiscal Year 2014-2015.** 4% Pension contribution. 2% salary increase on April 1, 2015.
3. **Fiscal Year 2015-2016.** 4% Pension contribution. 2% salary increase on October 1, 2015.

## **ARTICLE 10. TERMS OF AGREEMENT AND RE-OPENING**

**Section 1.** This Agreement shall be effective October 1, ~~2010~~2013, unless otherwise provided herein, subject to ratification by the membership of the Association and approval and appropriation of necessary funds by the City Council of the City of Hialeah, Florida, and shall continue in full force and effect until 11:59 P.M. September 30, ~~2013~~2016, or until a successor agreement is ratified and approved.

**Section 2.** Notwithstanding the reopener contained in Article 30, Section 1, eEither party may request in writing to the other beginning April 1, ~~2013~~2016, discussions concerning modifications, amendments and renewal of this Agreement.

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

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

## ARTICLE 16. HEALTH INSURANCE PROVISIONS

**Section 1.** The City offers the following ~~two (2)~~ three (3) Options, with regard to Health Insurance to the bargaining unit members. Members may elect to enroll in one of the ~~two~~ three options as provided herein. Once a member elects one of the options provided, the member will be enrolled in a term life policy, as provided by the City.

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

~~In conjunction with the benefits presently received under the City's Self-Funded Group Health Program, which is incorporated herein by reference, PBA members shall receive the following benefits:~~

~~a. — The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the employee uses the participating provider network. The In-Network co-payment for doctor office visits are \$25.00/visit and \$35.00 for specialists. In-Network co-insurance for doctor visits only will be paid at 100%, where the City will reimburse the negotiated charges. When utilizing In-Network providers, benefits will be paid at a 90%/10% co-insurance basis. Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments.~~

~~b. — When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid at 70%/30% co-insurance basis. References to maximum out-of-pocket expenses for in-network providers is \$3,000. Maximum out-of-pocket for Out-of-Network services is \$6,000. Prescription drugs will require mandatory generic, if available. The employee co-payment will be based on a three (3) tier program: \$10.00 generic, \$30.00 brand, when no generic available, with a formulary for brand names drugs \$50.00, when no generic available and more than one (1) brand is available. All mail-order prescriptions will receive a three (3) month supply for two (2) times the monthly co-payment. Those members participating in the City's Self-Funded Group Health Program, shall be provided with a \$1,000,000 lifetime, group health insurance policy.~~

~~The overall plan maximum will be replenished at \$10,000 annually. The deductible for Out-of-Network services shall be \$750.00 per individual \$2,250.00 per family. Out of Network hospital deductible is \$250.00/day (maximum of 3 days); Out of Network hospital benefits will be capped at the maximum allowable Medicare reimbursement rate.~~

~~e. Precertification is required, whether In Network or Out of Network, for all hospital admissions, outpatient surgery and diagnostic testing.~~

~~d. Effective January 1, 2011 the employee's biweekly premium shall be:~~

- ~~1. Employee only \$75.00~~
- ~~2. Employee plus one dependent \$99.00~~
- ~~3. Employee plus two or more dependents \$109.00~~

~~Effective January 1, 2012 the employee's biweekly premium shall be:~~

- ~~1. Employee only \$80.00~~
- ~~2. Employee plus one dependent \$104.00~~
- ~~3. Employee plus two or more dependents \$114.00~~

~~Effective January 1, 2013 the employee's biweekly premium shall be:~~

- ~~1. Employee only \$85.00~~
- ~~2. Employee plus one dependent \$109.00~~
- ~~3. Employee plus two or more dependents \$119.00~~

~~e. The insurance year for purpose of deductibles under "b" above shall be January 1st of each year.~~

~~f. Employees participating in (Option 1) or (Option 2) are eligible to participate in a group dental plan sponsored by the City. The total cost of the dental plan to be paid by the employee.~~

A. The City will provide a health benefit program that utilizes a managed care approach, commonly referred to as a preferred provider organization (PPO). This managed health care program will provide the employees with a comprehensive health care network. The provider network will consist of doctors, hospitals and other services, including a prescription drug program, who have agreed to offer medical services to employees at reduced negotiated fees. Maximum plan benefits will be received when the

employee uses the participating provider network. The In-Network co-payment for doctor office visits are \$25.00/visit and \$50.00/visit for specialists. In-Network co-insurance for doctor visits only will be paid at 100%, where the City will reimburse the negotiated charges. When utilizing In-Network providers, benefits will be paid at a 80%/20% co-insurance basis. Should employees utilize Out-of-Network services, they will be responsible for increased deductibles and co-payments.

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

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

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

1. Employee only \$43.27
2. Employee plus spouse \$100.38
3. Employee plus child(ren) \$93.71
4. Family \$140.71

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

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

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

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

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

B. When utilizing Out-of-Network doctors, hospitals or other services, benefits will be paid at 70%/30% co-insurance basis, in accordance with the City of Hialeah's Self-Funded Group Health Program, Summary Plan Description "SPD". References to maximum out-of-pocket expenses for In-Network

providers is \$3,000. The deductible for In-Network services shall be \$500.00 per individual/ \$1,000.00 per family. Maximum out-of-pocket for Out-of-Network services is \$6,000 per person. Prescription drugs will require mandatory generic, if available. \$25.00 annual deductible for prescription drugs. The deductible for Out-of-Network services shall be \$750 per individual / \$2,250 per family.

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

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

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

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

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

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

~~h. Expenses due to a vehicular accident which could be covered and payable by a zero deductible Personal Injury Protection (PIP) insurance policy covering a vehicle owned or leased by a participant dependent, or beneficiary and for which such insurance was available regardless of whether or not such~~

~~coverage was actually purchased by the participant, beneficiary or dependent or whether or not such insurance was in force at the time of the accident, shall not be payable by the City's health insurance program.~~

**Option 2. HEALTH MAINTENANCE ORGANIZATION (HMO)**

~~Current HMO contributions, which includes the 3% increase that became effective on August 26, 2010, by the City:~~

- ~~1. Employee only \$219.59~~
- ~~2. Employee plus one dependent \$395.27~~
- ~~3. Employee plus two or more dependents \$548.94~~

~~The City agrees to increase the contribution to reach parity with all employees effective January 11, 2011.~~

~~The new City contribution as of January 11, 2011 or ratification of this agreement:~~

- ~~1. Employees only \$235.80~~
- ~~2. Employees plus one dependent \$425.06~~
- ~~3. Employee plus two or more dependents \$ 614.32~~

~~Should the actual premium charged by the HMO be greater than the contribution made by the City for either employee only, employee plus one dependent or employee plus two or more dependents, the employee will be responsible for any difference in premium cost. Annual increases, if any, to the City contribution to the HMO, will be negotiated by the parties commencing in September of each year.~~

**Option 3. HEALTH MAINTENANCE ORGANIZATION (HMO).**

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

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

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

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

- B. Any employee, whose spouse is also employed by the City, will be allowed to carry Dependent coverage.
- C. An employee participating in Option 1, 2 or Option 3 is eligible to participate in a group dental plan selected by the parties. The total cost of the dental plan shall be paid by the employee.

## **Section 2.**

The parties to this Agreement, agree that there shall be an annual, two (2)-week open enrollment period during two (2) weeks in November. Such open enrollment shall be for the purpose of employees currently enrolled in Options 1, ~~or 2~~ or 3, to enroll in the plan of their choice. It is understood and agreed that an insurance coverage change made during this open enrollment period, shall become effective the following January 1<sup>st</sup>.

The City understands that the HMO coverage provided by the City has limited service area in South Florida. As an alternative to those eligible retirees who reside outside the service area and wish to procure group health coverage through an alternate HMO carrier, the City will provide a contribution that will be no more than what the City contribution would be if the retiree had selected the HMO Option ~~2~~ 3. In order to receive this contribution, the retiree will provide proof of purchasing individual single coverage through an alternate HMO carrier.

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

**Section 4.** Life Insurance Benefit shall be \$10,000. Upon reaching age 65 and retirement from the City, the life insurance benefit will be reduced to \$2,000. The City also provides to employees participating

in group health insurance an additional, optional group rate \$35,000 life insurance policy. The cost of such policy to be paid in total by the employee.

~~**Section 5.** a. Effective August 26, 2010, in addition to the premiums listed for (Option 1) or (Option 2), all bargaining unit members shall be required to contribute five percent (5%) of their base salary, toward the cost of health insurance coverage. All payments toward health insurance coverage shall be "pre-tax". Employees who do not currently participate in any City Health Insurance Option shall also be required to contribute five percent (5%) of their base salary, towards the cost of group health insurance coverage.~~

~~b. Effective October 1, 2011, the five percent (5%) contribution listed in ("a") above shall be reduced to two and three quarters percent (2.75%).~~

~~c. Effective October 1, 2012, the two and three quarters percent (2.75%) contribution listed in ("b") above shall be reduced to zero percent (0%). No further additional contributions shall be required beyond the premiums listed for (Option 1) or (Option 2).~~

**Section 5.**

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

**ARTICLE 20. DIRECT ECONOMIC PROVISIONS**

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

**Section 1a. Holidays (non-paid)**

a. ~~There will be no City paid holidays until March 1, 2013. There shall be, however, eleven (11), non-paid holidays, for members of the Bargaining Unit. To wit:~~

~~Columbus Day \_\_\_\_\_ 2<sup>nd</sup> Monday in October~~

~~Veterans' Day \_\_\_\_\_ November 11<sup>th</sup>~~

~~Thanksgiving Day \_\_\_\_\_ 4<sup>th</sup> Thursday in November~~

~~Friday after Thanksgiving Day \_\_\_\_\_ Day after Thanksgiving Day~~

~~\*Christmas Day \_\_\_\_\_ December 25<sup>th</sup>~~

~~\*New Year's Day \_\_\_\_\_ January 1<sup>st</sup>~~

~~\*Martin Luther King, Jr.'s Birthday \_\_\_\_\_ 3<sup>rd</sup> Monday in January~~

~~\*Presidents' Day \_\_\_\_\_ 3<sup>rd</sup> Monday in February~~

~~\*Memorial Day \_\_\_\_\_ Last Monday in May~~

~~\*Independence Day \_\_\_\_\_ July 4<sup>th</sup>~~

~~\*Labor Day \_\_\_\_\_ 1<sup>st</sup> Monday in September~~

~~\*Floating Holiday (10 hours) (Not \_\_\_\_\_ To be taken off with mutual consent of  
be accrued) \_\_\_\_\_ employee and Department Head.~~

~~For Employees who work Monday through Friday, when the holiday falls on a Saturday, the holiday will be observed on the preceding Friday, and when the holiday falls on a Sunday, the holiday will be observed on the following Monday.~~

~~Employees who work on said non-paid holidays will be compensated with straight time for their work on those days, and will not receive Holiday Pay. Employees not required to work on a non-paid holiday may request to be reassigned to another Division for the day, in lieu of taking the time off. Such requests must be granted.~~

~~Employees not required to work on a non-paid holiday may use accrued leave in order to be compensated. Employees required to work on a non-paid holiday who would like to take the day off may use accrued leave to do so, if staffing levels determined by the Police Chief allow for the employees to take the day off. This is a time-specific temporary change, to end effective March 1, 2013.~~

**Section 1b. Holidays**

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

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

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

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

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

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

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

## **Section 2. Vacations:**

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

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

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

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

1 -	4 years.....	80 hours
5 -	6 years.....	120 hours
7 -	8 years.....	130 hours
9 -	10 years.....	140 hours
11 -	12 years.....	150 hours
13 -	14 years.....	160 hours
15 -	16 years.....	170 hours
17 -	18 years.....	180 hours
19 -	20 years.....	190 hours
	21 years and over.....	200 hours

e. **Vacation Accrual** - It is intended that vacation time will be taken within the calendar year in which it is due. However, upon approval of the Department Head, vacation time may be accumulated as follows: Bargaining unit employees shall be permitted to continue to accumulate a maximum of ~~220~~ 300 hours of accrued vacation time. Those members who currently exceed the maximum of ~~220~~ 300 hours will be permitted to keep the time they have in excess of ~~220~~ 300 hours until such time as they use any portion of the time or go below ~~220~~ 300 hours. Once an employee who currently exceeds ~~220~~ 300 hours, uses any portion of this current maximum the remaining time becomes the new maximum. Once said employee drops below the maximum of ~~220~~ 300 hours, the maximum he can accumulate will be ~~220~~ 300 hours.

### **Section 3. Sick Leave**

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

The parties agree that care and discretion shall be exercised by Management and the Union in order to prevent the abuse of sick leave privileges. Excessive absences on account of trivial indispositions must be discouraged. "Excessive absences" are defined as sick leave usage in excess of sixty-four (64)-hours in a consecutive twelve (12)-month period without medical certification that the employee was unable to work, or provide written proof from a medical facility that the employee attempted to obtain an appointment, but was unable to do so. This documentation must be provided within five (5) days of the employee's return to work. After

exceeding the sixty-four (64)-hour cap referenced above, discipline appeals will only be permitted when based on discrepancies in the number of hours used or whether the medical documentation was provided, as required. Sick leave used when the City shuts down all or a portion of its operations, or employees who are otherwise requested not to report to work, will not be taken into account in calculating excess absences. For the purposes of this Article, the consecutive twelve (12)-month period shall commence every January 1<sup>st</sup>, and continue for a twelve (12)-month period, and every consecutive twelve (12)-month period thereafter.

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

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

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

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

(12)-month period shall commence on every January 1<sup>st</sup>, and continue for a twelve (12)-month period, and every consecutive twelve (12)-month period thereafter.

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

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

C. Progressive Discipline.

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

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

**Section 4. Outside Employment While on Sick Leave**

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

## **Section 5. Commendation Paid Leave**

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

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

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

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

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

## ARTICLE 23. PROMOTION PROCEDURE

~~The current practice on promotional examinations for promotion shall be continued by the City except that:~~

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

b. Promotional examinations shall hereafter be administered as follows:

The Sergeant's examination will be administered in October ~~2012~~ 2014 and each appropriate October thereafter.

The Lieutenant's examination will be administered in February ~~2011~~ 2014 and each appropriate February thereafter.

The Captain's examination will be administered in November ~~2011~~ 2014 and each appropriate November thereafter.

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

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

c-2. Eligible ~~applications~~ applicants for the promotional examination for Lieutenant and Captain shall be given ~~both an oral and a written examination only with the oral examination being weighted a twenty percent (20%) and the written examination being weighted at eighty percent (80%). Applicants will be required to receive a minimum passing score on the written examination based on a total possible of one hundred percent (100%) to be permitted to sit for the oral examination. A passing grade of 70% on the written examination must be obtained on the written examination to receive credit for service points and education points for Lieutenant and Captain. Eligible applicants for the promotional examination for Lieutenant and Captain shall be entitled to one-quarter (1/4) point for each full year of service in the current classification with a maximum of 1.25 seniority points (five years of service) and one-quarter (1/4) point for one~~

Associate's Degree, one-quarter (1/4) point for one Bachelor's Degree, one-quarter (1/4) point for one Master's Degree, for a total of three-quarters (3/4) of a point for educational points.

d. At least 150 days prior to promotional examinations, the City shall submit a proposed list of books and/or reference material, from which the examination may be drawn, to the Association. ~~The Association and the City shall meet in a labor/management meeting no later than 15 calendar days after receipt of the list, in order for the Association to provide input as to the relevancy and applicability of the list to the promotional position being tested. The City's chief examiner or designee shall retain final determination of the reading list.~~

e. Not later than one hundred and twenty (120) calendar days prior to a test being given, a notice will be posted on the bulletin boards around the City of Hialeah Police Department. Such notice shall contain, in addition to information concerning the date, time, place and minimum passing grade, a list of books and/or reference material from which the examination may be drawn.

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

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

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

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

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

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

## **ARTICLE 25. DISCIPLINARY REVIEW PROCEDURES**

### **Section 1. Notice of Disciplinary Action**

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

### **Section 2. Rights of Officers While Under Investigation**

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

- a. The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.
- b. Where possible and appropriate, the interrogation shall take place in the Hialeah Police Department.
- c. The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation. All questions directed to the officer under interrogation shall be asked by and through one (1) interrogator at any one (1) time.
- d. The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogations, whether the investigation is criminal or administrative in nature, and he shall be informed of the name of all complainants and witnesses

against him, as well as be allowed to review all of the written statements of all complainants and witnesses against him immediately prior to the beginning of the investigative interview.

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

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

g. The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.

h. If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all rights prior to the commencement of the interrogation.

i. At the request of any law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.

In addition, witness officers will be given the opportunity to consult with counsel or any other representative of their choice at any time during interrogation should, in the opinion of the witness officer or the investigator, the interrogation has reached the point that the witness officer has potentially become a subject officer. If, upon such consultation it is determined that the witness officer has, or will, in all probability become a subject officer, then the interrogation will be halted for a reasonable period of time, as determined by the investigator, to allow for such counsel or representative to respond and represent the subject officer.

j. Except as otherwise provided for in this Agreement, no mechanical device, including, but not limited to, polygraph, psychological stress evaluator, et. al., shall be forced

onto an accused, nor shall disciplinary actions be taken against an accused who refuses to submit to such tests.

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

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

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

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

o. Any internal investigation, except where criminal charges are being investigated, shall be completed within sixty (60) days from the date the officer is informed of the initial complaint. No officer may be subjected to any disciplinary action as a result of any investigation not completed within that time period.

### **Section 3. Disciplinary Appeal Procedures**

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

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

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

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

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

## **ARTICLE 29. GRIEVANCE PROCEDURE**

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

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

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

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

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

employee within ten (10) calendar days. The aggrieved employee may waive Step 1 and Step 2 and initiate the grievance procedure at Step 3 within 10 calendar days of the occurrence.

**Step 2.** If the grievance has not been satisfactorily resolved in Step 1 or waived, the employee, with or without the assistance of the Association representative, shall complete the Election of Remedy form before initiating the grievance to the second step of the Grievance Procedure. When the Election of Remedy form indicates the grievance is to be advanced through the Grievance Procedure, the employee with or without the assistance of the Association representative shall reduce the grievance to writing on the standard form provided for this purpose and present such written grievance to the Chief within ~~five (5)~~ ten (10) calendar days from the time the response was received from Step 1 or waived. The Chief shall meet with the employee and/or the Association representative and shall respond in writing to the employee and/or the Association representative within ten (10) calendar days from the receipt of the written grievance.

**Step 3.** If the grievance has not been satisfactorily resolved in Step 2, the employee, with or without the assistance of the Association representative, may present a written appeal to the Mayor within seven (7) calendar days from the time the response was received in Step 2. The Mayor or his designee shall meet with the employee and/or the Association representative and shall respond in writing to the employee and/or the Association representative within ten (10) calendar days of receipt of said appeal.

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

mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the Arbitrator shall confine his decision to the particular grievance if specified. In the event the parties fail to agree on the statement of the grievance to be submitted, the Arbitrator shall confine his consideration and determination to the written statement of the grievance.

The Arbitrator shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any part thereof or amend thereto. The Arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this collective bargaining agreement be construed by the Arbitrator to supersede applicable laws in existence at the time of signing of the Agreement, except to the extent as specifically provided. The initiating parties shall not be penalized in any way for exercising their rights under this contractual agreement. However, each party shall bear the expense of its own representatives. The impartial Arbitrator's fee and related expenses and expense of obtaining a hearing room, if any, will be assessed to the losing party. However, should the Arbitrator specifically render a split decision, the Arbitrator will render a decision splitting the fees and expenses between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost. Copies of the Arbitrator's decision shall be furnished to both parties with the AAA's guidelines, and such award shall be final and binding upon both parties.

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

**Grievances Not Pertaining To The Agreement:** Grievances may also be filed by members of the bargaining unit when they feel that procedures, rules or regulations are being misused or unjustly enforced against them. This would also pertain to reprimands, whether oral

or written. This type of grievance would be an Intra-Departmental Grievance and would follow the Grievance Procedures as stated above, with the exception of Steps 3 and 4.

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

## ARTICLE 30. PAY PLAN

### Section 1.

Bargaining unit members shall not receive an increase percentage to the base pay for Fiscal Years ~~2010/2011, 2011/2012, or 2012/2013~~ 2013-2014, to wit: a 0% (zero percent). For Fiscal Year 2014-2015, there will be no increase in base pay from October 1, 2014 through March 31, 2015. On April 1, 2015, there shall be a two percent (2%) salary increase to base pay. For Fiscal Year 2015-2016, there shall be a two percent (2%) salary increase to base pay, effective October 1, 2015. For Fiscal Year 2015-2016, the Union may reopen this section for negotiation of salary increases at any time after June 1, 2016.

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

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

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

Steps 4-8 Merit Steps - ~~See Section 3a of this Article.~~

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

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

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

### Section 2. Promotions

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

### **Section 3. Merit Steps**

See Section 3a of this Article.

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

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

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

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

#### **Section 3a.**

a. ~~Effective August 26, 2010, Merit Steps and the Special Longevity Pay shall be suspended, and bargaining unit members will remain in the same Merit Step and the same Special Longevity Pay as they were on August 26, 2010. Section 3a of this Article supersedes Sections 1 and 3 of this Article until the Merit Steps and the Special Longevity Pay are reinstated effective August 26, 2012.~~

b. ~~Effective August 26, 2012, Merit Steps and the Special Longevity Pay shall be reinstated, and Section 3a and all references to it shall be null and void, and have no legal effect. When Merit Step increases and Special Longevity Pay raises resume on August 26, 2012, such increases and raises shall be based on the starting point of the bargaining unit member's status as of August 25, 2010. Accordingly, the time period of suspension (August 26, 2010 through August 25, 2012), shall not be included in the calculation of Merit Step increases and Special Longevity Pay raises.~~

### **Section 4. Clothing:**

A. Uniform/Clothing Allowance:

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

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

a. Name plate

b. Leather (excluding shoes)

c. Rain Gear

d. Light Jacket

e. Heavy Jacket

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

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

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

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

#### Non-Uniform Personnel

1. Only detectives who are required to work in field operations shall receive a \$486.00 allowance paid in two installments; \$243.00 to be paid on an off-pay day in January and

July. Detectives as described herein will not receive \$250.00 towards this allowance which becomes due within one year of the date of ratification.

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

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

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

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

**Section 7. Specialty Pay.**

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

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

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

**Section 8. Shift Differential Pay.**

See Section 9 of this Article.

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

**Section 9. Suspension of Shift Differential Pay.**

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

## ARTICLE 33. PENSION PLAN

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

### **Section 2.**

#### **Existing employees:\***

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

#### **New Employees:\*\***

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

#### **Additional Retirement benefits:**

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

**Section 3.** Vested ~~plan~~ Retirement under Hialeah Code §70-239, minimum of 10 years of service with less than 76 points and less than 20 years of service --for new employees hired on or after the date of City's acceptance of the ratified collective bargaining agreement,

provides a 2% multiplier for each year of service. ~~and a base pension of \$2,800.00 annually and if applicable, a COLA as provided in the Hialeah Code. Benefits to be paid when retiree reaches the age of 59½ years. No base pension.~~

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

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

**Section 5.** ~~Effective October 5, 1992, the 2 1/4% multiplier is increased to 3% for each year of service under the 70 Point Plan to a maximum of 75%, plus the basic pension.~~

**Member or employee contribution.**

A. Existing employees or members:\*

1. Effective upon the date of City's acceptance of the ratified collective bargaining agreement, the member contribution to the pension system shall be five (5%) of the annual compensation which includes the same components (salary, special pay, incentive pay and longevity payments) that are used for determining the pension benefits through September 30, 2014.

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

New employees or members:\*\*

The member contribution to the pension system shall be four (4%) of the annual compensation which includes the same components (salary, special pay, incentive pay and longevity payments)

that are for determining the pension benefits. If the funding for the pension system exceeds 80%, then the member contribution is reduced to 3%. If the funding for the pension system exceeds 100%, then there will be no membership contribution. At no time will the City underfund the pension system in order to avoid reducing the member contribution as stated herein.

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

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

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

**Section 9.** Board of Trustees:

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

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

**Section 10.** Change age requirement to the following:

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

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

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

**\*Employees or members as of the date of City's acceptance of the ratified collective bargaining agreement.**

**\*\*Employees or members hired on or after the date of City's acceptance of the ratified collective bargaining agreement.**

## ARTICLE 34. BULLETIN BOARDS

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

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

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

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

**ARTICLE 35. SICK LEAVE ACCRUAL**

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

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

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

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

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

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

**Section 6.** At the employee's option, a maximum of the value of ~~forty (40)~~ eighty (80) hours of sick leave may be converted to vacation time, annually, as long as the employee has a minimum of 400 hours of accumulated sick leave.

## **ARTICLE 45. DROP PLAN**

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

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <i>Cue Fuente Katharine</i>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <i>City Council Hialeah Dist 7.</i>
MAILING ADDRESS <i>501 Palm Ave.</i>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY      COUNTY <i>Hialeah FL      Miami Dade</i>	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED <i>2-25-14</i>	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies equally to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing the reverse side and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which inures to his or her special private gain or loss. Each elected or appointed local officer also is prohibited from knowingly voting on a measure which inures to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent organization or subsidiary of a corporate principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you otherwise may participate in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on other side)

**APPOINTED OFFICERS (continued)**

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

**DISCLOSURE OF LOCAL OFFICER'S INTEREST**

I, Katharine Cue-Fuente, hereby disclose that on 25<sup>th</sup> of February, 20 14:

(a) A measure came or will come before my agency which (check one)

- inured to my special private gain or loss;
- \_\_\_ inured to the special gain or loss of my business associate, \_\_\_\_\_;
- \_\_\_ inured to the special gain or loss of my relative, \_\_\_\_\_;
- \_\_\_ inured to the special gain or loss of \_\_\_\_\_, by whom I am retained; or
- \_\_\_ inured to the special gain or loss of \_\_\_\_\_, which is the parent organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

*married to a command staff member of the police Department.*

2-25-14.

Date Filed

*Katharine Cue-Fuente*  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.