

**CITY OF MIAMI
ACTION/DECISION REQUEST**

COUNCIL MEETING DATE: September 26, 2022

AGENDA TITLE: **Addition of Section 5 in Article 13 (Overtime) of the FY 2022-2024 Fraternal Order of Police (FOP) Lodge 121 Collective Bargaining Agreement C22-41**

BACKGROUND:

- City Council approved a FY 2022-2024 CBA (Collective Bargaining Agreement) with the Fraternal Order of Police at the June 21st, 2022 Council Meeting.
- Asking for approval of the following error and correction to the FY 22/24 CBA that is under Article 13 Overtime: Addition of Section 5 to read:
 - All employees with the classification of Detective will be paid four (4) hours of “on call” pay on the first payroll of each month. This compensation will be paid at the employee’s regular hourly rate.

PRESENTER(S):

Cindy Vanover, Human Resources Director

Contract # _____

AGREEMENT BETWEEN
THE CITY OF MIAMI, OKLAHOMA
A MUNICIPAL CORPORATION

AND

FRATERNAL ORDER OF POLICE
LODGE NO. 121

JULY 1, 2022, TO JUNE 30, 2024

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Article 1

Purpose of Agreement

Section 1. This agreement will provide for the equitable and peaceful adjustment of differences which may arise during its term and provide proper standards for the protection of the public health, safety and welfare, the prohibition of strikes, work, stoppages, or slowdowns by members of the bargaining unit and the prohibition of lockouts by the employer. In consideration of the foregoing, the bargaining agent shall have a separate right to bargain collectively with respect to wages, working conditions and all other terms and conditions of employment. The parties to this agreement recognize their obligation to provide the most effective service possible to the citizens of Miami.

Section 2. For the purpose of this agreement the term “business day” shall be defined as Monday through Friday, 8:00am to 5:00pm, excluding weekends and recognized holidays by the City of Miami.

Article 2

Recognition

The employer recognizes the Fraternal Order of Police (FOP or Lodge) as the exclusive bargaining agent at the time this contract was negotiated and entered into, for all sworn employees of the Miami Police Department except the Police Chief, one (1) administrative assistant, and probationary police officers with less than one (1) year of service on the Miami Police Department.

Article 3

Saving Clause

Section 1. If any provision of this agreement, or the application of such provision, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining unaffected parts or portions of this contract shall remain in full force and effect.

Section 2. Any appendices to this agreement shall be numbered, dated, and signed by the Employer and the Lodge, and shall be subject to the provisions of this agreement unless the terms of such appendices specifically delete or change a provision of this agreement. All such appendices shall become a part of this agreement.

Section 3. It is understood that all time limits found within this agreement may be extended by written mutual concurrence unless otherwise specifically stated.

Article 4

Discrimination

Employer agrees not to discriminate against any employee for or because of their activity on behalf of or membership in the Fraternal Order of Police. The employer and Lodge agree that there shall be no discrimination against any employee or person because of race, color, creed, sex, national origin, religion, age, disability, seniority, veteran's status, sexual orientation, or status of Lodge membership.

Article 5

Management Rights

Section 1. The Lodge recognized the prerogative of the employer to operate and manage its affairs in all respects and in accordance with its responsibilities and the power or authority which the employer has not officially abridged, delegated, granted or modified by this agreement are retained by the employer and all rights, powers and authority the employer had prior to the signing of this agreement are retained by the employer and remain exclusively without limitation, within the rights of the employer.

Section 2. Except as may be limited within this agreement, the Employer retains the rights in accordance with the Constitution, the laws of the State of Oklahoma, and Charter of the Municipality and the responsibilities and duties contained in the laws of the State of Oklahoma and the ordinances and regulations promulgated thereunder to operate and manage the affairs of the Miami Police Department. The Employer may exercise any of the rights identified in this Article during the term of the Agreement. The Employer's management [as defined] rights include, without limitation, the following rights, and prerogatives:

- A) To determine Police Department policy, including the right to manage the affairs of the Police Department in all respects to provide for quality law enforcement and policing services throughout the service boundaries.
- B) To assign working hours, including overtime.
- C) To direct the members of the Police Department including the right to hire, promote, or transfer any police officer, and the right to terminate, suspend or discipline, any police officer for just cause as defined in this Agreement .
- D) To determine the table of organization of the Police Department, including the right to organize and reorganize the Police Department and the determination of job classifications and ranks based upon duties assigned.
- E) To determine the safety, health, and property protection measures for the Police Department of the City of Miami.
- F) To allocate and assign work to police officers within the Police Department.
- G) To schedule the operations and to determine the number and duration of hours of assigned duty per week.
- H) To establish and enforce Police Department rules, regulations, and orders.

- I) To implement new, improved, or different methods or techniques of operations of the Police Department or change existing methods and techniques, including making changes to utilize new or different technology for improved service to the public or more cost-effective use of City and department resources.
- J) To determine the amount of supervision necessary.
- K) To control and be responsible for the departmental budget.
- L) To evaluate the performance of officers.
- M) To take whatever actions may be necessary to carry out the mission of the employer in situations of emergency.

Article 6

Prevailing Rights

All rules, regulations, fiscal procedures, working conditions, departmental practices, and manner of conducting the operation and administration of the Miami Police Department currently in effect on the effective date of this agreement shall be deemed a part of said agreement unless and except as modified or changed by the specific terms of this agreement.

Article 7

Seniority

Section 1. Seniority will be a factor that shall be considered by the Chief of Police in determining the priority status of each employee to:

- A) When annual vacation is scheduled
- B) In the assignment of shifts
- C) Scheduling of Regular days off
- D) Assignment of schools
- E) Job advancement
- F) Time when compensatory time off is granted.

Section 2. Seniority shall be based on continuous length of service or employment in classification.

- A) The time an employee spends on unauthorized leave of absence (Article 15) or when off the payroll for any reason (except as noted in Section 2B of this article) shall not count towards seniority; however, Employees suspended without pay shall continue to accrue seniority.

Section 3. Seniority shall start on employees hire in date (first day of work) but shall not be recognized until the completion of the initial probationary period (first continuous twelve (12) calendar months of employment).

Section 4. In event of lay-off, the last hired will be the first to be laid off, etc. (by seniority as defined in this article, Section 2).

Article 8

Sick Leave

Section 1. Each employee shall accrue sick leave at the rate of one and one-quarter (1 1/4) days for each full calendar month of service.

Section 2. A retiring employee will be paid in one lump sum, at a rate of (1) day accumulated sick leave for (1) day pay for every day earned up to a maximum of 75 days (600 hours) of sick leave.

Under no circumstances will any sick leave benefit be paid at the time of an employee's termination.

Section 3. Employees may accumulate a sick leave bank of up to 125 days (1,000 hours). Any sick leave hours earned over this balance shall be paid to the employee on an annual basis, on December 1st at the rate of three (3) days accumulated sick leave for one (1) day paid.

Section 4. Sick leave and vacation time may be taken when an employee is unable to perform his duties because of personal illness, off-the-job injury or for necessary care and attendance of a member of the employee's immediate family or when an employee might expose or jeopardize the health of others. Employees may elect to have such time off deducted from personal compensatory time reserves in lieu of sick time at the discretion of the employee. Immediate supervisors must be notified at least one (1) hour prior to starting time. An employee may be subject to disciplinary action for failure to notify his supervisor of absence.

Section 5. Emergency Leave. In the event of death, serious injury, serious or contagious illness in an employee's immediate family, the employee shall be granted emergency leave. This emergency leave shall be a leave with pay, but shall be charged to sick leave, vacation leave, or compensatory time at the discretion of the employee.

Section 6. Immediate family as utilized in the sick leave and emergency leave provisions above stated shall be understood to mean husband or wife, father or mother of employee or spouse, sister or brother of employee or spouse, grandparents of employee or spouse, children or legally adopted children of husband or wife or both. Any other person whose relationship could justify the employee's absence may require special approval by the Chief of Police.

Article 9

Holidays

Section 1. The following days shall be observed as holidays and employees will be granted time off with pay, unless required to be on duty.

- | | | |
|----|---|-------------------------------|
| A) | New Year's Day | (January 1) |
| B) | Martin Luther King Jr. Day | (Third Monday in January) |
| C) | Presidents Day | (Federal Observation Day) |
| D) | Memorial Day | (Last Monday in May) |
| E) | Juneteenth | (June 19 th) |
| F) | Independence Day | (July 4) |
| G) | Labor Day | (First Monday in September) |
| H) | Indigenous Peoples Day | (Second Monday in October) |
| I) | Veterans Day | (November 11) |
| J) | Thanksgiving Day | (Fourth Thursday in November) |
| K) | Day after Thanksgiving Day | |
| L) | Christmas Eve | (December 24) |
| M) | Christmas Day | (December 25) |
| N) | One (1) personal day off during the Contract Year paid at employee's current base rate. | |

Section 2. The granting of holidays observed by the City shall be subject to the following provisions.

- A) Employees who are required to work on a designated holiday shall be compensated as follows:
- 1) The employee may be paid for the time worked on the holiday at the rate of time and one/half plus be paid eight hours holiday pay, or
 - 2) The employee may be paid for the time worked on the holiday at the rate of time and one half plus be allowed to take another day as a holiday at a later date, the scheduling of which shall be approved by the Chief of Police.
 - 3) If a holiday falls during an officer's scheduled vacation and/or sick leave, the holiday will be taken as a holiday and holiday pay will be granted. (In a 40-hour week, 32 vacation and/or sick leave plus 8 hours holiday would be granted.)
- B) If a holiday falls on an employee's regular day off, the employee shall have the option of being paid eight (8) hours holiday during that pay period or be granted an additional day off at a later time, the scheduling of which shall be subject to the approval of the Chief.
- C) In no instance will the total accumulated holiday hours exceed eleven (11) holidays (88 hours).
- D) If a holiday falls and an officer already has the maximum number of holiday's accumulated, the holiday will automatically be paid.

Article 10

Vacation Leave

Section 1. Vacation leave with pay shall be granted to employees in accordance with the following provisions.

- A) An employee must be on regular employment status and have been employed by the City continuously for twelve (12) months before being eligible to expend vacation leave.
- B) Vacation leave shall normally be requested and granted during the twelve (12) month period following the employee's vacation accrual year.
- C) In no instance will vacation be paid prior to being earned as outlined below.
- D) Vacation leave will be accrued monthly.

Section 2. Vacation shall be accrued to each regular employee as follows.

<u>Number of Years</u>	<u>Days Earned</u>
<u>After 1 and before 5</u>	<u>13</u>
<u>After 5 and before 10</u>	<u>16</u>
<u>After 10 and before 15</u>	<u>21</u>
<u>After 15 and before 20</u>	<u>25</u>
<u>After 20 and before 25</u>	<u>28</u>
<u>After 25</u>	<u>30</u>

Section 3. An employee shall be allowed to expend vacation time in increments as little as one (1) hour based on the following conditions.

- A) When vacation time is expended in hourly increments of less than eight (8) hours, the hours shall be used consecutively at either the beginning or end of a shift.
- B) Expenditures of vacation time in hourly increments shall be subject to the approval of the shift supervisor.

Section 4. In no instance will the total accumulated vacation leave to be carried over from one benefit year to the next exceed an amount equal to two (2) times the number of days eligible to be earned annually.

- A) Upon reaching the maximum accrual level, vacation days not taken, will be forfeited until the accrual level is reduced below the maximum allowed as stated in Section 4 of this Article.
- B) A method will be set up within the Police Department by which notice will be provided to any officer regarding the approach of reaching the maximum vacation accrual level. This notice will be provided to the effected employee at least three (3) months prior to the time the maximum level is anticipated to be reached.

Article 11

Written Procedures

Section 1. All rules, regulations, department policies and procedures shall be in writing and copies furnished to each employee.

Section 2. New policies shall be furnished to the president of the FOP and be provided electronically to each member within the department no less than ten (10) business days prior to their effective date. Any disagreement or objection to the new policy must be made by the bargaining agent during that period. After the 10-day period, unless reason exits otherwise, the policy will become effective. Such written procedure shall be approved by the City Manager.

Article 12

Funeral Leave

Section 1. Eligibility and purpose

Funeral leave with pay shall be granted to all full-time employees who must be absent due to a death of a member of the employee's immediate family defined in Section 3 of this Article and under the conditioned outlined.

Section 2. Amount of leave granted

In the event of the death of a member of the employee's immediate family the employee will be granted the working days listed in Section 3 of this Article with pay.

Section 3. "Immediate Family" defined

For the purposes of administration of this policy, "immediate family" and the working days allowed off with pay shall be as follows:

<u>Spouse</u>	<u>5 days</u>	<u>Parents</u>	<u>5 days</u>
<u>Children</u>	<u>5 days</u>	<u>Grandparents</u>	<u>2 days</u>
<u>Brothers/Sisters</u>	<u>3 days</u>	<u>Sons-in-law/Daughters-in-law</u>	<u>3 days</u>
<u>Grandchildren</u>	<u>3 days</u>	<u>Aunts/Uncles</u>	<u>2 days</u>

These same relatives of employee's spouse – as noted above

Section 4. One (1) day paid leave shall be granted to an employee for performance of pallbearer request, subject to the approval of the Chief of Police or his designated assistant.

Section 5. Funeral detail

The City will provide for four (4) officers to attend funerals for law enforcement officers. The following items will be furnished:

- 1) Transportation
- 2) One meal per officer
- 3) Dress accessories of gloves, braids, and blouses for the detail.

If the funeral occurs on the officer's normal day off, no compensation will be awarded. If the funeral occurs on the officer's normal day to work, he shall be credited for time worked to attend.

Article 13

Overtime

Section 1. All time worked more than forty (40) hours per week shall be considered overtime. Vacation days, holidays, funeral leave, paid sick leave time, paid compensatory time, and approved injury leave time shall be considered as time worked within a given week. Regular overtime, court time and any other police function not deemed as an emergency which causes an employee to work in excess of forty (40) hours per week, shall be compensated by granting compensatory time or payment in cash at time and-one-half (1½) the employees straight time hourly base rate of pay or time and one-half (1½) compensatory time in accordance with the provisions of this policy, except as limited by Section 3 of this article.

Section 2. An employee who is off duty and ordered to report for court, including telephone hearings and any other police functions, shall receive a minimum of two (2) hours of overtime and shall be compensated in accordance with Section one (1) of this Article.

Section 3. Compensation for travel and assigned training days, which occur on off duty time, will be earned at an overtime rate of time and one-half.

Section 4. All earned time off time (sick, vacation and compensatory) must be used in one (1) hour increments.

Section 5. All employees with the classification of Detective will be paid four (4) hours of "on call" pay on the first payroll of each month. This compensation will be paid at the employee's regular hourly rate.

Article 14

Grievance and Arbitration Procedure

Section 1. For the purpose of this agreement, the term "grievance" is limited to a complaint which involves the interpretation or application of a specific provision of this agreement. Grievances concerning questions/complaints and/or appeals regarding discipline, removal and/or discharge shall be administered in accordance with applicable provisions of the City's personnel policy prior to becoming a subject for grievance under this procedure.

Section 2. The Lodge may file a grievance in accordance with the following steps.

- A) The grievance shall be discussed verbally by the grieving employee with the employee's immediate supervisor. It shall be the responsibility of the grievant to verbally notify the supervisor that this is the first step of a formal grievance. This

initial notification and discussion must take place within fifteen (15) business days of the date the issue causing the proposed grievance occurs or first becomes known to the grieving employee. The immediate supervisor shall within five (5) business days orally submit the supervisor's answer to the grieving employee. If the matter is not resolved, then:

- B) The Lodge, within fifteen (15) business days following the receipt of the supervisor's answer, if any (as described in Section 2A of this article) shall present the facts to the Police Chief in writing and the sections of the Agreement allegedly violated. The Chief or his designee shall, within fifteen (15) business days after presentation of the grievance, give a written decision. If no settlement is made, then:
- C) Within fifteen (15) business days after the receipt by the Lodge of the Chiefs written response, the Lodge Grievance Committee shall notify the City Manager in writing of the committee's desire to appeal the grievance to the next step of this grievance procedure.
- D) Within fifteen (15) business days after receipt by the City Manager of the notification described in Section 2C of this Article, the City Manager shall meet with the Lodge Grievance Committee in an effort to resolve and settle the grievance, unless such meeting is waived by the City Manager and the Lodge Grievance Committee. The City Manager will provide a written response to the appeal by the Lodge Grievance Committee within ten (10) business days after the expiration of the foregoing fifteen (15) business day period for the meeting with the Lodge Grievance Committee. If no satisfactory settlement is reached, then:
- E) A grievance that has been processed in accordance with all the above provisions of the Article, but not settled or resolved, may upon written request of the Lodge, be submitted to arbitration to an impartial arbitrator, to be selected in accordance with the following:
 - 1) Within ten (10) business days after receipt of the City Manager's answer, as described in Section 2D of this Article, the Lodge Grievance Committee shall request arbitration, in writing, to the City Manager.
 - 2) Upon making said written request for arbitration, the Lodge shall concurrently request the director of the Federal Mediation and Conciliation Service (FMCS) to submit the names of seven (7) disinterested person is qualified and willing to act as impartial arbitrators. From receipt of such list, the City and the Lodge shall, within ten (10) business days alternately strike one (1) name until six (6) names have been eliminated. The person whose name remains on the list shall be selected to act as the impartial arbitrator. The party requesting arbitration shall strike first.
 - 3) The expense of the arbitrator shall be borne equally by the City and the Lodge.
 - 4) With respect to the interpretation, enforcement, or application of the provisions of the agreement, the decision of the arbitrator shall be final and binding on the parties to this agreement, however the authority and responsibility of the City, as provided by the Charter of the City of Miami, shall not be usurped in any manner.

- 5) The arbitrator's authority is strictly limited to the interpretation and application of the terms of this agreement. The arbitrator shall have no jurisdiction to establish a new agreement or any variation or modification of the present agreement, not to arbitrate away, in whole or part, any provision of this agreement or any supplements thereto or amendments thereof. No extra-contractual remedies shall be awarded. No interest, costs or fees shall be awarded in any arbitration decision.
- 6) The arbitrator shall issue his findings and recommendation, if any, in writing within 60 days of the closing of the hearing with copies provided to both parties.

Section 3. At the option of the parties and by specific case-by-case mutual agreement, they may elect before invoking arbitration, to submit the issues to grievance mediation as provided by the Federal Mediation and Conciliation Service.

Section 4. It is mutually agreed that a grievance filed following a decision by the City Manager regarding a protested disciplinary, removal and/or discharge issue will commence with Section 2E of this Article.

Section 5. It is agreed that time is of the essence in this Article and that strict compliance with the time limits set forth are deemed to be of the utmost importance by both parties. Failure of the Lodge to proceed within the time limits set forth above shall cause the grievance to be forfeited, null and void. In the event the City does not respond to a grievance within any time limit herein, the Lodge may move the grievance to the next step. Extension of the time limits set forth above may be made by written mutual agreement.

Section 6. The grievance procedure and arbitration provided for herein shall constitute the sole and exclusive method of determination, decision, adjustment or settlement of employee and Lodge grievances as defined in this Article.

Article 15

Leave of Absence

Section 1. A leave of absence without pay may be granted by the Chief of Police, provided it does not seriously disrupt departmental operations. A written request for a leave of absence must be made to the Chief of Police in advance.

Section 2. An approved leave of absence will not normally exceed five (5) working days each year, however an extended leave of absence for up to thirty (30) calendar days may be approved by the Chief of Police under unusual circumstances and the employee shall be subject to call back in case of emergency.

Section 3. An employee who fails to report for work on the first scheduled working day after the expiration of the leave of absence shall be considered to have terminated their employment.

Section 4. Seniority will be accrued during the period an officer is on authorized leave of absence.

Article 16

Uniform Allowance

Section 1. A clothing and cleaning allowance to be used for purchase and cleaning of uniforms will be paid once each calendar year per the following schedule

- | | | |
|----|-----------------------------------|------------|
| A) | Clothing allowance | |
| | All City of Miami Police Officers | \$1,100.00 |
| | | |
| B) | Cleaning allowance | |
| | All City of Miami Police Officers | \$ 650.00 |

Section 2. Further conditions governing the payment of uniform allowance

- A) Clothing and cleaning allowance shall be paid annually to each officer on the second (2nd) pay period in the month of July.
- B) Officers on extended leave of absence for any reason (one continuous full month or more) or who are discharged, or leave the City's employment voluntarily, shall refund to the City the unused portion of the cleaning allowance.
- C) Officers may keep all uniforms except breast badge, hat badge and departmental issued firearms.
- D) Retired officer shall be awarded their breast badge and handgun.

Section 3. For the purpose of any type of "back pay settlement" that may be requested or awarded in future years, it is understood that the uniform and cleaning allowance provided in this agreement is for the purpose of purchase and maintenance of uniforms while on active duty and is not considered to be a part of an officer's wages.

Article 17

Wages-Schedule A and B

For FY 2022-2023, the salary schedules listed in Article 17A shall be effective 07/01/2022.

Section 1. For the period covered by this contract, all employees will be placed in the appropriate classification step of the salary schedule listed in this article. For FY 2022-2023 the City has funded increases for eligible employees.

Section 2. Pay bands are established by the City. If pay bands increase in any amount during FY 2022-2023 those increased bands will be updated in the CBA.

Section 3. For FY 2022-2023, progression through pay grades will be based on years of service in rank. During FY 2022-2023 the parties agree that standard performance appraisals will be utilized. These performance appraisals will not be tied to compensation.

- A) Associate Degree - Plus two (2) years seniority for pay and vacation accrual purposes only.
- B) Bachelor's Degree - Plus four (4) years seniority for pay and vacation accrual purposes only.
- C) Master's Degree - Plus six (6) years seniority for pay and vacation accrual purposes only.

In order to receive said pay, the degree must be in a job-related field as outlined in the contracts educational policy. There will be no payment for obtaining a master's degree in any non-job-related field. There will be no payment for obtaining any degree beyond a master's degree or any degree that is not approved as job-related in advance by the City Manager.

Section 4. If an officer is promoted to a higher rank, his or her salary will be reflected at the same letter block as their overall service time and/or degree requires.

Section 5. Police Officer Band-B23P (\$36,501.89 to \$49,364.84)

Less than 1 Year of Service \$35,824.90

<u>Completed Years of Service</u>	<u>Annual Base Rate FY 2022-2023</u>	<u>Rate Per Hour</u>
1	36,501.89	17.549
2	37,178.89	17.874
3	37,885.89	18.214
4	38,532.88	18.525
5	39,209.88	18.851
6	39,886.87	19.176

7	40,563.87	19.502
8	41,240.87	19.827
9	41,917.86	20.153
10	42,594.86	20.478
11	43,271.85	20.804
12	43,948.85	21.129
13	44,625.85	21.455
14	45,302.84	21.780
15	45,979.84	22.106
16	46,656.83	22.431
17	47,333.83	22.757
18	48,010.83	23.082
19	48,687.82	23.408
20	49,364.84	23.733

Section 6. Detective Band-B24P (\$41,279.18 to \$54,518.46)

<u>Completed Years of Service</u>	<u>Annual Base Rate FY 2022-2023</u>	<u>Rate Per Hour</u>
3	41,279.18	19.846
4	42,057.96	20.220
5	42,836.74	20.595
6	43,615.52	20.969
7	44,394.30	21.343
8	45,173.08	21.718
9	45,951.87	22.092
10	46,730.65	22.467
11	47,509.43	22.841
12	48,288.21	23.215
13	49,066.99	23.590
14	49,845.77	23.964
15	50,624.55	24.339
16	51,403.33	24.713
17	52,182.12	25.088
18	52,960.90	25.462
19	53,739.68	25.836
20	54,518.46	26.211

Section 7. Sergeant Band-B31P (\$41,279.18 to \$54,518.46)

<u>Completed Years of Service</u>	<u>Annual Base Rate FY 2022-2023</u>	<u>Rate Per Hour</u>
3	41,279.18	19.846
4	42,057.96	20.220
5	42,836.74	20.595
6	43,615.52	20.969
7	44,394.30	21.343
8	45,173.08	21.718
9	45,951.87	22.092
10	46,730.65	22.467
11	47,509.43	22.841
12	48,288.21	23.215
13	49,066.99	23.590
14	49,845.77	23.964
15	50,624.55	24.339
16	51,403.33	24.713
17	52,182.12	25.088
18	52,960.90	25.462
19	53,739.68	25.836
20	54,518.46	26.211

Section 8. Lieutenant Band-B32P (\$47,692.02 to \$60,698.94)

<u>Completed Years of Service</u>	<u>Annual Base Rate FY 2022-2023</u>	<u>Rate Per Hour</u>
5	47,692.02	22.929
6	48,559.15	23.346
7	49,426.28	23.763
8	50,293.41	24.180
9	51,160.53	24.596
10	52,027.66	25.013

11	52,894.79	25.430
12	53,761.92	25.847
13	54,629.04	26.264
14	55,496.17	26.681
15	56,363.30	27.098
16	57,230.43	27.515
17	58,097.55	27.932
18	58,964.68	28.348
19	59,831.81	28.765
20	60,698.94	29.182

Section 9. Captain Band-C44P (\$65,655.12 to \$79,239.28)

<u>Completed Years of Service</u>	<u>Annual Base Rate FY 2022-2023</u>	<u>Rate Per Hour</u>
8	65,655.12	31.565
9	66,787.22	32.109
10	67,919.23	32.653
11	69,051.23	33.198
12	70,183.24	33.742
13	71,315.25	34.286
14	72,447.25	34.830
15	73,579.26	35.375
16	74,711.26	35.919
17	74,843.27	35.982
18	76,975.27	37.007
19	78,107.28	37.552
20	79,239.28	38.096

17B-FY 23/24

July 1, 2023 to June 30, 2024

For FY 2023/2024, the salary schedule listed in Article 17B shall be effective.

Section 1. For the period covered by this contract, all employees will be placed in the appropriate classification step of the salary schedule listed in this article. For FY 2023-2024 the City has funded increases for eligible employees.

Section 2. Pay bands are established by the City. If pay bands increase in any amount during FY 2023-2024 those increased bands will be updated in the CBA.

Section 3. For FY 2023-2024, progression through pay grades will be based on years of service in rank. During FY 2023-2024 the parties agree that standard performance appraisals will be utilized. These performance appraisals will not be tied to compensation.

- A) Associate Degree - Plus two (2) years seniority for pay and vacation accrual purposes only.
- B) Bachelor’s Degree - Plus four (4) years seniority for pay and vacation accrual purposes only.
- C) Master’s Degree - Plus six (6) years seniority for pay and vacation accrual purposes only.

In order to receive said pay, the degree must be in a job-related field as outlined in the contracts educational policy. There will be no payment for obtaining a master’s degree in any non-job-related field. There will be no payment for obtaining any degree beyond a master’s degree or any degree that is not approved as job-related in advance by the City Manager.

Section 4. If an officer is promoted to a higher rank, his or her salary will be reflected at the same letter block as their overall service time and/or degree requires.

Section 5. Police Officer Band-B23P (\$37,353.79 to \$50,352.12)
Less than 1 Year of Service \$36,541.40

<u>Completed Years of Service</u>	<u>Annual Base Rate FY 2023-2024</u>	<u>Rate Per Hour</u>
1	37,353.79	17.959
2	38,166.19	18.349
3	38,978.58	18.740
4	39,790.98	19.130
5	40,603.37	19.521
6	41,415.77	19.911
7	42,228.16	20.302
8	43,040.56	20.693
9	43,852.95	21.083
10	44,665.35	21.474
11	45,477.75	21.864
12	46,290.14	22.255
13	47,102.54	22.645

14	47,914.93	23.036
15	48,727.33	23.427
16	49,539.72	23.817
17	50,352.12	24.208

Section 6. Detective Band-B24P (\$42,525.31 to \$55,608.83)

<u>Completed Years of Service</u>	<u>Annual Base Rate FY 2023-2024</u>	<u>Rate Per Hour</u>
3	42,525.31	20.445
4	43,459.85	20.894
5	44,394.38	21.343
6	45,328.92	21.793
7	46,263.46	22.242
8	47,197.99	22.691
9	48,132.53	23.141
10	49,067.07	23.590
11	50,001.61	24.039
12	50,936.14	24.489
13	51,870.68	24.938
14	52,805.22	25.387
15	53,739.75	25.836
16	54,674.29	26.286
17	55,608.83	26.735

Section 7. Sergeant Band-B31P (\$42,525.31 to \$55,608.83)

Completed Years of Service	Annual Base Rate FY 2023-2024	Rate Per Hour
3	42,525.31	20.445
4	43,459.85	20.894
5	44,394.38	21.343
6	45,328.92	21.793
7	46,263.46	22.242
8	47,197.99	22.691
9	48,132.53	23.141
10	49,067.07	23.590
11	50,001.61	24.039
12	50,936.14	24.489
13	51,870.68	24.938
14	52,805.22	25.387
15	53,739.75	25.836
16	54,674.29	26.286
17	55,608.83	26.735

Section 8. Lieutenant Band-B32P (\$49,426.28 to \$61,912.92)

<u>Completed Years of Service</u>	<u>Annual Base Rate FY 2023-2024</u>	<u>Rate Per Hour</u>
5	49,426.28	23.763
6	50,466.84	24.263
7	51,507.39	24.763
8	52,547.94	25.263
9	53,588.49	25.764
10	54,629.05	26.264
11	55,669.60	26.764
12	56,710.15	27.264
13	57,750.71	27.765
14	58,791.26	28.265
15	59,831.81	28.765

16	60,872.37	29.266
17	61,912.92	29.766

Section 9. Captain _____ Band-C44P (\$68,598.41 to \$80,824.07)

<u>Completed Years of Service</u>	<u>Annual Base Rate FY 2023-2024</u>	<u>Rate Per Hour</u>
8	68,598.41	32.980
9	69,956.82	33.633
10	71,315.22	34.286
11	72,673.63	34.939
12	74,032.04	35.592
13	75,390.44	36.245
14	76,748.85	36.898
15	78,107.25	37.552
16	79,465.66	38.205
17	80,824.07	38.858

Article 18

Dues Deduction

Section 1. The employer agrees to deduct dues each pay period, an amount certified to be correct by the secretary-treasurer of the F.O.P., from the pay of those employees who individually request by means of payroll deduction sign-up sheet that such deductions be made. The total amount of deductions shall be remitted by the employer to the secretary of the F.O.P. quarterly, beginning October 1995.

Section 2. This payroll deduction shall be revocable by the employee, by notifying the employer in writing. The employer shall then notify the Lodge in writing of any revocation.

Section 3. The City of Miami will *direct deposit* union dues into a local bank as directed by Lodge #121 president.

Article 19

F.O.P. Meetings

Section 1. The City shall grant paid time off for delegates of the F.O.P. to attend state and national F.O.P. conventions, teleconferences, and state board meetings as follows

- A) Maximum two (2) days for the state meet for three (3) lodge members.
- B) Maximum four (4) days for national meet for three (3) lodge members.

Section 2. The City shall not have expenses incurred by delegates as a result of their attending state and national conventions or state board meetings.

Section 3. Members of the Lodge will be allowed one (1) hour to attend Lodge meetings within the City, while on duty without loss of pay. On duty officers will be subject to call out.

Article 20

Promotions to Sergeant, Detective, and Lieutenant

PROMOTION TO RANK OF SERGEANT:

Section 1. Promotional requirements for the rank of sergeant:

- A) To be eligible for the rank of sergeant, a Miami Police Officer must have completed three (3) years of continuous service within the department at the time of the promotional examination.
- B) No officer shall be allowed to test for the rank of sergeant while under disciplinary action.

Section 2. Promotional process for the rank of sergeant:

The testing process for the rank of sergeant shall consist of the following steps in this order:

- 1) Oral board (Max-45 points)
- 2) Seniority points (Max-5 points)
- 3) Written examination (Max-50 points)

Phase I:

A. Oral Interview (Max – 45 points)

1. The Oral Board shall be selected by the Chief of Police and will consist of Police Officers of equal or higher rank from outside agencies and a Miami Police Department Captain. The oral board shall be scheduled as close to the written test date as possible.
2. The Oral board shall consist of nine (9) questions for each candidate and all questions shall be identical in wording for each candidate.
3. Each question shall be graded on a scale of (0-5) and recorded on a scoring sheet and averaged at the end of the interview. A total point value for the oral board shall be recorded.

Phase II

- A. The written examination as outlined shall consist of questions from the following:
 1. City of Miami Ordinances
 2. Oklahoma Criminal Law
 3. Departmental Policy, Procedures, and General Orders
 4. Current FOP Lodge 121 contract articles
- B. Testing officer must score a 70% or higher on written test to continue to the next phase of testing.
- C. The written test shall be developed, administered, and then scored by an outside entity selected by the Chief of Police.
- D. The written test scores will then be verified by one current Miami Police Department Captain and one current E-Board FOP member not in the promotion process.
- E. Results of the written test will be posted.
- F. The written test score, the oral board score, and seniority points will be added together, and a final score produced. A promotional list shall be submitted to the Chief of Police for review and then posted on the bulletin board.
- G. Seniority Points (Max – 5 points)
 1. Ten (10) years of service or more: 5 points
 2. Less than ten (10) years of service: 3 points
 - Seniority points will be calculated on the day of the written exam.

PROMOTION TO RANK OF DETECTIVE:

Section 1. Detective Vacancy

- A) When a vacancy occurs in the detective division, an internal posting shall be posted for this position.

- B) Any officer who wishes to promote to a vacant detective position must have completed the detective promotional process prior to appointment.

Section 2. Promotional process for rank of detective

- A) The promotional process for the rank of detective will be the same as the promotional process for the rank of sergeant with the exception of the written examination questions.
- B) The written examination for the rank of detective may also include investigative questions.

PROMOTION TO RANK OF LIEUTENANT:

Section 1. Promotional requirements for the rank of lieutenant:

Qualifications:

- A) Currently or previously held the rank of sergeant by the Miami Police Department promotional process.
- B) To be eligible for the rank of lieutenant, a Miami Police Officer must have completed five (5) years of continuous service within the department at the time of the promotional examination.

Section 2. Promotional process for the rank of lieutenant:

- A) The testing process for the rank of lieutenant shall consist of the following steps in this order:
 - 1) Oral board (Max-45 points)
 - 2) Seniority points (Max-5 points)
 - 3) Written examination (Max-50 points)

Phase I:

- A) Oral Interview (Max –45 points)
 - 1) Oral board shall be picked by the Chief of Police and will consist of Police Officers of equal or higher rank from outside agencies and a Miami Police Department Captain. The oral board shall be scheduled as close to the written test date as possible.
 - 2) Oral board shall consist of nine (9) questions for each candidate and all questions shall be identical in wording for each candidate.
 - 3) Each question shall be graded on a scale of (0-5) and recorded on scoring sheet and averaged at the end of the interview. A total point value for the oral board shall be recorded.

Phase II:

- B) The written examination as outlined shall consist of questions from the following:
 - 1) City of Miami Ordinances
 - 2) Oklahoma Criminal Law
 - 3) Departmental Policy, Procedures, and General Orders
 - 4) Current FOP Lodge 121 contract articles
- C) Testing officer must score a 70% or higher on written test to continue to next phase of testing.
- D) The written test shall be developed, administered, and then scored by an outside entity selected by the Chief of Police.
- E) The written test scores will then be verified by a Miami Police Department Captain and one current E-Board FOP member not in the promotion process.
- F) Results of the written test will be posted.

- G) The written test score, the oral board score, and seniority points will be added together, and a final score produced. A promotional list shall be submitted to the Chief of Police for review and then posted on the bulletin board.
- H) Seniority Points (Max – 5 points)
 - Ten (10) years of service or more: 5 points
 - Less than ten (10) years of service: 3 points
 - Seniority points will be calculated on the day of the written exam.

Article 21

Health and Life Insurance

Section 1. The City shall pay 100% of the employee's health and life insurance during the term of this agreement.

Section 2. If employee desires, they may optionally exercise a choice to cover their dependents at their own expense. The dependent monthly premium, deductibles and co-pays for dependent coverage shall be on the same basis as other City employees.

Article 22

Safety

Section 1. The City will endeavor to always provide safe and correct equipment with which the members of the department can perform their duty. The chief will implement a written policy regarding equipment, such as replacement parts, tires, etc., of the police vehicles.

Section 2. The City of Miami will acquire a sufficient number of portable radios which allow the City of Miami to maintain seven (7) additional portable radios to be used as needed on a daily basis in the case of a radio failure of a radio issued to any officer.

Section 3. The City of Miami will provide duty weapons, of the semi-auto type for the Miami Police Department. The weapons shall be a 9mm or the current industry standard as recommended by the FBI. Officers will be allowed to carry their own 9mm cal. semi-auto pistol of a different make if approved by the range master. In the event an officer carries his own weapon, he/she shall be responsible for the maintenance of said weapon and the cost of any required ammunition if different from that otherwise supplied by the City.

Article 23 **Grooming**

Officers are allowed to grow facial hair provided such hair is neat in appearance and kept trimmed. Facial hair will be no longer than three-fourths (3/4) inch in length. Officers must have the ability to meet the requirements to use a face mask as needed.

Article 24 **Destruction or Damage to Personal Property**

Section 1. The department will reimburse an officer for personal items which were damaged or stolen while an officer was conducting police business. Police business is normal duties being performed during a period when the officer is in a pay status. The amount of reimbursement will be the cost to replace the item with a like type item at the current market price. The article does not include items which are lost or misplaced as a result of the officer's own conduct or personal activity.

Section 2. Personal items included in the article are the officer's uniform and those items worn of necessity, i.e., wristwatch and glasses. Items not included are jewelry and decorative attire, i.e., rings, necklaces, and bracelets.

Section 3. The officer whose personal property was damaged or stolen will make a written report indicating the type of activity occurring at the time the property was damaged. The report will include a description of the property damaged and whether repair or replacement is required. The report will be made in duplicate on the damage to officer's property form and will be attached to the offense report. If an offense report is not submitted the officer will have seventy-two (72) hours from the time of the damage to file a report with his supervisor.

Section 4. The officer's supervisor will read and endorse the officer's report and then forward it to the division commander, who shall forward information to the Chief of Police. The chief will

review the report for factual accuracy. The chief's review will be completed within seventy-two (72) hours and if approved, an order will be issued to draw necessary funds to make the reimbursement

Article 25

Police Officer Bill of Rights

Section 1. The Chief of Police shall establish and put into operation a system for the receipt, investigation, and determination of complaints against police officers by such Chief of Police from any person.

Section 2. Whenever an officer is under investigation and is subject to being interviewed by members of his agency for any reason, which could lead to disciplinary action, demotion or dismissal, the interview shall be conducted under the conditions in this Article. An officer under investigation may be placed on paid administrative leave pending the investigation and any disciplinary action and shall comply with all lawful orders of the Chief concerning administrative leave.

- A) When an officer is under investigation by the Miami Police Department for a complaint received by other members of the department when there is a logical possibility that suspension, demotion, or dismissal may result, the interview shall be conducted as follows:
- 1) The officer shall be informed of the name of all complaints, if known.
 - 2) Preliminary discussions with supervisory personnel within the police department, in relation to a complaint received, shall not be considered as interrogation as used herein.
 - 3) The officer under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the person conducting the interview, and all persons present during the interview. All questions directed to the officer under investigation shall be asked by and through one investigator at any one time.
 - 4) The officer under investigation shall be informed of the nature of the investigation prior to any questioning.
 - 5) Interviewing sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
 - 6) The officer under investigation shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action.
 - 7) The officer under investigation shall be completely informed of all his rights pursuant to this procedure prior to the commencement of any questioning and of his responsibility to answer all questions. This notification shall be included on the tape recording or written record of the session.
 - 8) At the request of any officer under investigation he shall have the right to ask an elected official of the FOP to be present at all times during such questioning.

- 9) The questioning of officers under investigation may be recorded in any form at the discretion of the investigator. Officers under investigation may record the proceedings with his own equipment or record at his own expense. Records and tapes compiled by the department shall be exclusively retained by the department as confidential information but may be used at the discretion of the City in administrative hearings or for other administrative purposes.
- B) An officer under investigation shall receive written notification from the Chief of Police as to the determination of the investigation. Should an officer be disciplined by suspension, demotion, dismissal, or transfer, or reassignment arising from an investigation, he shall be notified in writing as to the action being taken and the reasons, therefore.
- C) No officer shall be discharged, disciplined, demoted, or denied promotion, transfer or reassignment or otherwise be discriminated against regarding his employment or be threatened with any such treatment, by reason of his exercise of the right granted by this Article.

Article 26

Temporary Assignments

When an officer is taken from his/her normal duty assignment and is temporarily reassigned to another assignment, the duration of the transfer can only be for a period of ninety (90) days and will only occur once per 365 days from the start date of their previous temporary assignment unless agreed to by the City and the temporarily assigned officer. Supervisors may be assigned on acting supervisor assignments at the discretion of the Chief for up to 90 days.

Article 27

Alcohol and Controlled Substance Testing

The Alcohol and Controlled Substance Policy applicable to police officers is attached to this Agreement as Addendum A.

Article 28

Educational Reimbursement

Section 1. It is the policy of the City of Miami through the various department heads to identify training that is needed to specifically increase the efficiency and/or job skills of the employees under their supervision. All employees holding permanent full-time positions in the police department and who have been eligible for consideration for educational assistance as provided for in this policy.

Section 2. Upon the identification of training need for individual employees or of groups of employees a request shall be made to the Chief of Police as applicable for approval for payment of requested costs and/or hours. The Chief of Police will, as applicable, review the request for

determination of approval or rejection. Items which will be considered in the approval process are:

- A) Appropriateness of subject to the employee's job responsibilities
- B) Cost of training program and availability of funds
- C) Location and/or accessibility of training program
- D) Job performance of employee for whom request is being made

If the Chief of Police determines the education request made is not job related and the officer feels the education request made was job related, he/she shall have the right to take the request to the Appeals Board as outlined in the City Personnel Manual.

Section 3. Officers who plan to attend a course must submit in writing by March 1st of each year, the approximate amount of all costs associated with the course(s) they are planning to attend. Approval and payment of such costs is subject to available budget and City Manager approval.

Section 4. The City will reimburse officers 100% of tuition and book cost, only upon successful completion of class(es) that are law enforcement related or needed for a degree that is law enforcement related.

Section 5. Officers shall obtain the letter grade of "C" or better to be eligible for reimbursement.

Section 6. Officers that have enrolled in the Louisiana Plan or Plan B are not eligible for reimbursement. Section 5 of this article shall not apply to officers currently enrolled in the Louisiana Plan or Plan B and shall be considered Grandfathered in and eligible for reimbursement.

Section 7. Officers' participation in education training not related to his/her job shall be eligible for 50% tuition and book cost, only upon successful completion of class(es).

Section 8. Officers will not be eligible for reimbursement for a degree higher than a master's degree.

Article 29

Duration of Contract: This Agreement shall become effective on July 1, 2022, and shall remain in full force and effect until Midnight, June 30, 2024; however, any economic provisions hereof, which are to become effective throughout the City's fiscal year beginning on July 1, 2023, are subject to the appropriation of adequate and sufficient funds by the City of Miami and the Agreement for FY 2023-2024 will not be finalized until appropriation of adequate and sufficient funds. In the event of failure of the City to appropriate said funds, the parties agree that the terms of the Agreement set forth to become effective throughout FY 2023-2024 shall be deemed null and void without further action by either party to this Agreement. In such event the City and Union shall enter into negotiations regarding the terms of a Collective Bargaining Agreement for FY 2023-2024 by meeting within twenty (20) calendar days of July 1, 2023. If a contract agreement

is not reached for the next FY by June 30, 2023, then this contract will remain in effect until a new contract is implemented.

Article 30

Vacation and Compensatory Time Buy Back

Employees may sell back; accumulated vacation leave and compensatory time.

- A) Each police officer must submit, in writing by March 1st, the number of hours he/she intends to sell back in the upcoming fiscal year.
- B) The City will pay police officers the hours requested, provided they have earned said hours, in July, the first pay period of the month.

Article 31

Tobacco Use

Section 1. No member shall use tobacco in any way or form while in the performance of his or her duties in homes, offices, businesses, public places, and public streets or in any City owned vehicle.

Article 32

Pension Base

Section 1. It shall be the responsibility of the officer to notify the City the last 30 months before retirement to be eligible for the base rate increase.

Section 2. During the officers last 30 months, the City agrees to increase the officer's base rate by five (5) percent.

- A) For overtime and holiday pay this base rate increase will not be used.
- B) For all vacation, compensatory time, and sick time, this base rate increase will not be used.

Section 3. If the officer decides not to retire or not sign up for the Louisiana Plan, the officer agrees to the following:

- A) The officer agrees to reimburse the City the five (5) percent by one of the following:
 - 1. Cash reimbursement to be paid back over one (1) year.
 - 2. To use compensatory or vacation time equal to the monetary value of the five (5) percent.
 - 3. Or a combination of both.

Section 4. If the officer signs up for the Louisiana Plan, his or her base rate will be decreased to the current contractual rate for time and seniority.

Article 33

K9 Handler

Section 1. K9 Handler Vacancy

- A) When a vacancy occurs for K9 Handler, an internal posting shall be posted for this position for a period of 5 business days.
- B) Any officer who wishes to apply for K9 Handler must have completed two (2) years of continuous service within the department at the time of the selection process.
- C) Any officer who wishes to be selected as K9 Handler must have completed the K9 Handler selection process prior to appointment.
- D) Employees holding a rank other than police officer are eligible to apply with the understanding that if chosen as the K9 Handler they would agree to become a police officer and police officer compensation would apply.

Section 2. Selection process for K9 Handler

- A) The testing process shall consist of the following steps:
 - 1. Written Examination (Max 50 points)
 - 2. Oral Board (Max 45 points)
 - 3. Seniority Points (Max 5 points)
- B) Written Examination (Max 50 points)
 - 1. The written examination as outlined shall consist of questions from the following:
 - i. City of Miami Ordinances
 - ii. Oklahoma Criminal Law (i.e., Titles 21, 47, and 63)
 - iii. Case Law (i.e., Search and Seizure, Use of Force)
 - iv. Departmental Policy, Procedures and General Orders
 - 2. Testing officer must score a 70% or higher on the written test to continue to the oral interview.
 - 3. The written test shall be developed, administered, and then scored by an outside entity selected by the Chief of Police.
 - 4. The written test scores will then be verified by a Miami Police Department Captain and a current FOP E-Board member not in the selection process.
 - 5. Results of the written test will be posted.
- C) Oral Interview (Max 45 points)

1. The oral board shall be selected by the Chief of Police and will consist of at least one (1) Police Officer of equal or higher rank from outside agencies and a current Miami Police Department Captain.
 2. The oral board shall consist of nine (9) questions for each candidate and all questions shall be identical in wording for each candidate.
 3. Each question shall be graded on a scale of (0-5) and recorded on a scoring sheet and averaged at the end of the interview. A total point value for the oral board shall be recorded.
- D) Seniority Points (Max 5 points)
1. Ten (10) years of service or more: 5 points
 2. Less than ten (10) years of service: 3 points
- E) The scores will be added together, and a final score produced. A selection list shall be submitted to the Chief of Police for review and then posted on the bulletin board.

Section 3. K9 Handler Compensation

- A) Any Employee assigned as a K9 Handler will be compensated for the off-duty care of the dog. To compensate for the off-duty care time of the dog, K9 Handlers will be compensated with a \$1.50 per hour increase in addition to their current Step.
- B) All efforts will be made to get the dog veterinary care during duty hours.
- C) The additional hourly increase will cover time used for feeding, grooming, or kennel care. The purpose of the K9 pay is to compensate the officer for this work when the officer is off duty.
- D) It is the intent of this provision to provide full compensation as required by the Fair Labor Standards Act to those members who are responsible for the weekly care, feeding, exercising, and boarding of a city-owned dog for all on-duty and off-duty hours worked so engaged.
- E) K9 Handler will be required to sign an addendum to their current job descriptions outlining the duties of the K9 Handler.

Section 4. K9 Program Criteria

- A) The City of Miami has the discretion to continue with the K9 program. The city will not have a contractual obligation to purchase another service animal after the original purchase. The City will maintain the contractual obligation to an Officer while the existing K9 program is in service.
- B) Upon the normal retirement, or medical retirement of the K9. The animal will be transferred to the personal property of the handler, and the city will no longer be responsible for the animal, or the K9 compensation of the officer unless a new working K9 is assigned. Furthermore, the city will assume no further liability for the retiring animal.
- C) During the service life of the K9 a veterinary service will be contracted for the care of the animal. After the retirement of the animal, the care of the animal will be at the responsibility of the Officer, unless it is a service-related injury, in which case the Officer will not be responsible for the veterinary costs. However, the City has

the discretion based on the severity of the injury to have the animal humanely euthanized based on the animal's quality of life.

THIS AGREEMENT is executed this _____ day of _____, 2022 by the City of Miami and on the _____ day of _____, 2022 by the Lodge.

CITY OF MIAMI, OKLAHOMA
A Municipal Corporation

BY _____
Bless Parker, Mayor

BY _____
Bo Reese, City Manager

ATTEST

Melissa Moore, City Clerk

FRATERNAL ORDER OF POLICE, LODGE #121

BY _____
Jeremy Myers, President

ATTEST

Sean McDonald Secretary

**CITY OF MIAMI
ACTION/DECISION REQUEST**

**COUNCIL
MEETING DATE:**

SEPTEMBER 26, 2022

AGENDA TITLE:

Resolution CC2022-12 Approving a Departure from Limitation of Approved FY 2022-2023 Budget Regarding Full Time Equivalent (FTE) as Pertaining to the role of Purchasing Agent

BACKGROUND:

The City Manager and Human Resources Director are recommending an increase in the total full time equivalent (FTE) count to 203 (full time (FT) positions from 196 to 197 and part time (PT) positions to remain at 6 (18/3)) based on proposed staffing changes in the finance area to add a dedicated fulltime Purchasing Agent. The City had always had a fulltime Purchasing Agent until July 2016 when the person in that role retired. At that time, the role of Purchasing Agent was combined with the additional duties of Legal Services Coordinator, a position that was previously a contract employee. This has not been the most successful combination as both of these roles are demanding and critical to the success of our organization. We are currently in the process of making changes to our organizational structure for efficiency. We are changing the role of the Legal Services Coordinator to include the Deputy Court Clerk duties, which we believe will be a better fit, and requesting the addition of one FTE so we can hire a fulltime Purchasing Agent. We are not requesting additional funding to add this role as we have funds available from positions that have been unfilled since the start of our current FY 22/23.

RECOMMENDATION:

Staff recommends approving the requested change in the total FTE count.

MOTION:

“I move to approve the resolution approving to add an additional FTE for the role of Purchasing Agent.”

PRESENTER(S):

Cindy Vanover, Director of Human Resources



A RESOLUTION APPROVING A DEPARTURE FROM LIMITATION OF APPROVED FY 2022-2023 BUDGET REGARDING FULL TIME EQUIVALENTS (FTE) AS PERTAINING TO PURCHASING AGENT

WHEREAS, the City of Miami approved Resolution #CC2021-09 adopting the FY 2022-2023 Budget on the 6th day of June 2022; and

WHEREAS, Chapter 27, Section 27-2, Subparagraph (a) of the City of Miami Code of Ordinances requires the City Manager's annual budget proposal to identify all proposed Full Time Equivalent (FTE) employment positions in a budget attachment and list the proposed entry, mid-point, and max pay range for each position; and

WHEREAS, The City Manager identified 202 FTE positions within the budget proposal; and

WHEREAS, Chapter 27, Section 27-2, Subparagraph (c) of the City of Miami Code of Ordinances states, "The City Manager shall not hire personnel or authorize a pay range beyond the limitations imposed by the city council in the budget attachment"; and

WHEREAS, The City Manager and staff have recommended making a change to the full time (FT) positions in the finance area that would lead to a net increase of 1 FTE; and

WHEREAS, Chapter 27, Section 27-2, Subparagraph (c) of the City of Miami Code of Ordinances authorizes the City Council to, on a case-by-case basis, "authorize a specific departure from those limitations by a written resolution presented and voted upon at a public meeting."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI, OKLAHOMA:

SECTION 1. The City Council of the City of Miami does hereby authorize a specific departure from the current FTE limitations by way of this written resolution presented and voted upon at a public meeting. In the finance department this change will increase one (1) FTE bringing the total FTEs from 202 to 203.

THIS RESOLUTION WAS PASSED AND ADOPTED by the City Council of the City of Miami on this ____ day of _____ 2022.

Bless Parker, Mayor

ATTEST:

APPROVED AS TO FORM:

Melissa Moore, City Clerk

Ben Loring, City Attorney

[SEAL]

**CITY OF MIAMI/MIAMI SPECIAL UTILITY AUTHORITY
ACTION/DECISION REQUEST**

**COUNCIL/MSUA
MEETING DATE:** 09/26/2022

AGENDA TITLE: Addition of Stop Signs on the Corners of D Street & 4th Street NW to
Make the Intersection a 4-Way Stop

BACKGROUND:

We have had many citizen requests to add stop signs to the D Street & 4th NW intersection. Due to the angle of the streets, it is difficult to see oncoming traffic from the east. We would like to add stop signs to the east/west corners D & 4th to make the intersection a 4 way stop.

STAFFS RECOMMENDATION:

That we add the requested stop signs.

Proposed Motion:

Motion to add stop signs on the corners of D & 4th NW to make the intersection a 4 way stop.

PRESENTER(S):

Thomas Anderson

**CITY OF MIAMI/MIAMI SPECIAL UTILITY AUTHORITY
ACTION/DECISION REQUEST**

COUNCIL/MSUA MEETING DATE: 09/26/2022

AGENDA TITLE: Remove 1-Way Restriction From Circle Dr/5th Street NE and Create Steps From Stadium Parking Lot to Street Level

BACKGROUND:

To improve daily & special event traffic flow we request to remove the 1-way restriction from the from the city roads that run beside and behind Thermo Fisher and continue behind and beside the city tennis courts and skate park. (Circle Dr/5th St NE).

Thermo Fisher has also requested a set of stairs be added to bring pedestrians down from the parking lot at the Stadium to street level.

To accomplish this we would need to remove "do not enter signage", add "do not park" signage and build stairs from parking to street level.

STAFFS RECOMMENDATION:

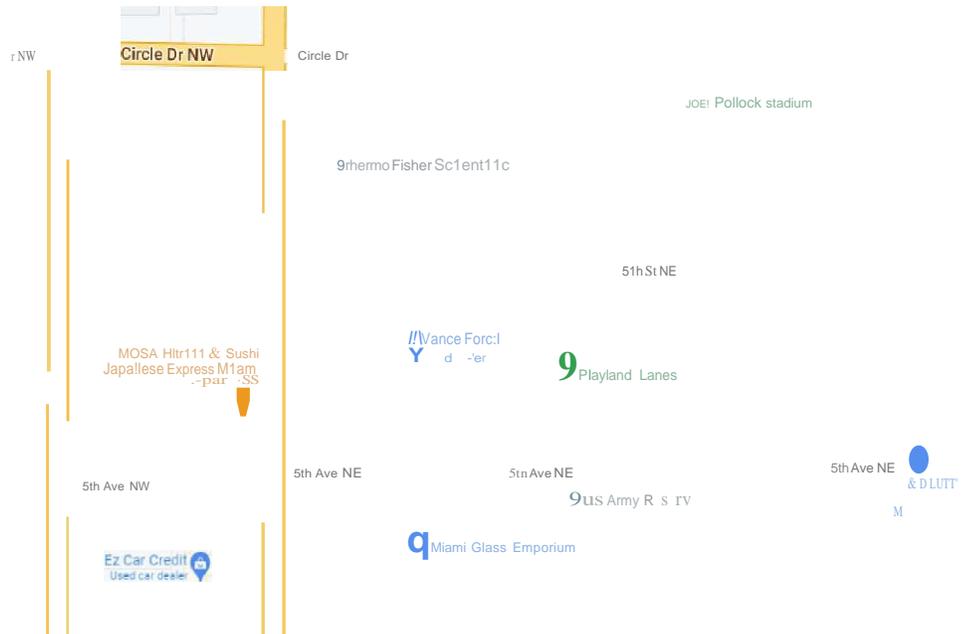
That we remove/add required signage and build the stairs with the appropriate landing areas.

Proposed Motion:

Motion to remove the 1-way restriction from the Circle Dr/5th St NE loop behind and around Thermo Fisher and create steps from the parking lot to the street level.

PRESENTER(S):

Thomas Anderson



**CITY OF MIAMI
ACTION/DECISION REQUEST**

**COUNCIL
MEETING DATE:** September 26, 2022

AGENDA TITLE: Ordinance 2022-13 Amending Chapter 26 (Zoning), Section 26-357 (Off-Street Parking) of the Code of Ordinances; Providing Severability; Providing for Conflicting Provisions; Repealing all Conflicting Ordinances; and Establishing an Effective Date

BACKGROUND:

- Revision of Off-Street Parking Ordinance Sec. 26-357(g)(4)
- Addition of the language “Except where otherwise prohibited by applicable law”.
- FEMA has agreed to allow lots located in the floodplain to be utilized as undeveloped parking areas.

STAFFS RECOMMENDATION:

Approve Ordinance

Proposed Motion:

I move to approve ordinance 2022-13.

PRESENTER(S):

Ben Loring/Kristi McClain

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI, OKLAHOMA AMENDING SECTION 26-357 (OFF-STREET PARKING.) OF CHAPTER 26 (ZONING) OF THE CODE OF ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; REPEALING ALL CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Article 2, Section 6, subparagraph 2 of the City Charter provides that the Council may enact municipal legislation subject to limitations as may now or hereafter be imposed by the Oklahoma Constitution and law; and

WHEREAS, on June 18, 1979 the City Council enacted Ordinance No. 1124 which enacted the City's current Chapter 26 (Zoning) of the Miami Code of Ordinances, which basically remains unchanged even up until today; and

WHEREAS, the city is in the process of becoming the owner of two parcels of land through a federally funded grant. Staff has identified the most beneficial use of such land a being a parking lot, but the current City ordinance and the federal law relating to that grant are in direct conflict as to such a use of the property. This amendment is intended to rectify that conflict without negatively affecting the overall intent of the City ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI, OKLAHOMA:

Section 1 - Amendment.

Section 26-357 of the Code of Ordinances is amended to read as follows:

Sec. 26-357. Off-street parking.

(a) *Requirement.* In all zoning districts, in connection with every industrial, commercial, institutional, recreational, residential or any other use, there shall be provided, at the time any building or structure is erected or enlarged or increased in capacity or any other use is established, off-street parking spaces for automobiles in accordance with the requirements in the "Parking Spaces Required" column in the tables of permitted uses. Parking space used in connection with an existing and continuing use or building on the effective date of this chapter, up to the number required by this chapter, shall be continued and may not be counted as serving a new structure or addition; nor may a parking space be substituted for a loading space or a loading space substituted for a parking space.

(b) *Size.* Each off-street parking space shall have an area at least ten (10) feet wide and twenty (20) feet long, exclusive of access drives or aisles. Where the off-street parking space does not abut on a street, public or private alley, or easement of access, there shall be provided an access drive of at least ten (10) feet in width in case of a dwelling and at least twenty (20) feet in all other cases, leading to the parking areas required hereunder.

(c) *Floor area defined.* For the purpose of applying the requirements for off-street loading and parking, the term "floor area," in the cases of offices, merchandising, or service types of uses, shall mean the gross floor area used or intended to be used by tenants or for the service to the public as customers, patrons, clients or patients, including areas occupied by fixtures and equipment for display or sale of merchandise. It shall not include areas used principally for nonpublic purposes, such as storage, incidental repair, processing or packaging of merchandise, for offices incidental to the management or maintenance of stores or buildings, for restrooms or utilities, or for fitting or dressing rooms.

(d) *Lot area defined.* For the purpose of applying the requirements for off-street loading and parking, the term "lot area," in the case of:

- (1) Golf driving range, commercial, shall mean the tee area only.

- (2) Retail sales of agricultural products raised on the premises, shall mean the lot area used for display and sale of the products only.
- (3) All other uses, shall mean the area of the portion of the lot actually being used for that purpose.

(e) *Location.* Such off-street parking space may occupy all or any part of any required yard or court space. For any new use, structure, or building, required off-street parking, which because of the size or location of the parcel, cannot be provided on the premises, may be provided on other property not more than four hundred (400) feet distant from the building site. Such parking space shall be deemed to be required parking space associated with the permitted use and shall not thereafter be reduced or encroached upon in any manner.

(f) *Number of off-street parking spaces required.* The number of off-street parking spaces required for each use shall be determined by reference to the following table of "Parking Groups." In the following table the figures in the column headed "Parking Group" refer to corresponding figures in the column headed "Parking Group" in the tables of permitted uses for each zoning district. If, for any reason, the classification of any use for the purpose of determining the amount of off-street parking space to be provided by such use is not readily determinable hereunder, the classification of the use shall be fixed by the board of adjustment.

Number of Off-street Parking Spaces Required by Parking Groups	
Parking Group	Required Parking Spaces
1	1 space for each dwelling unit
2	2 spaces for each dwelling unit
3	3 spaces for each 2 dwelling units
4	1 space for each guestroom
5	1 space for each 2 guestrooms
6	1 space for each 3 beds (excluding bassinets)
7	1 space for each 3 seats
8	1 space for each 4 seats
9	1 space for each 5 seats
10	5 spaces for each alley
11	1 space for each 100 square feet of floor area
12	1 space for each 200 square feet of floor area
13	1 space for each 300 square feet of floor area
14	1 space for each 400 square feet of floor area
15	1 space for each 500 square feet of floor area
16	1 space for each 500 square feet of floor area or 1 space for each 1.5 employees, whichever is larger
17	1 space for each 1,000 square feet of floor area or 1 space for each 1.5 employees, whichever is larger
18	1 space for each 500 square feet of lot area
19	1 space for each 2,000 square feet of lot area
20	1 space for each 5,000 square feet of lot area
21	1 space for each employee
22	1 space for each 1.5 employees
23	50 spaces for each 9 holes

Where open land is used for manufacturing, storage, or other operations in a manner similar to indoor operations, such open use of land shall be added to floor space in determining the number of off-street parking spaces required.

(g) *Development and maintenance of parking areas.* Every parcel of land hereafter used as a public or private parking area, including a commercial parking lot, shall be developed and maintained in accordance with the following requirements:

- (1) Screening and landscaping. Off-street parking areas for more than five (5) vehicles shall be effectively screened on each side that adjoins or is located within twenty (20) feet of any residential district or institutional premises, by a masonry or solid board wall of acceptable design. Such wall shall be not less than four (4) feet or more than six (6) feet in height and shall be maintained in good condition without any advertising thereon. The space between such wall or fence and the side lot line adjoining such premises or the front lot line facing such premises, in any residential district, shall be landscaped with grass, hardy shrubs, or evergreen ground cover and maintained in good condition. The board of adjustment shall establish standards for the construction of such wall.
- (2) Barriers. Off-street parking areas shall be provided with wheel guards or bumper guards so located that no part of a parked vehicle will extend beyond the parking space.
- (3) Minimum distances and setbacks. No part of any parking area for more than five (5) vehicles, including the required wall or fence, shall be closer than ten (10) feet to any dwelling, school, hospital, or other institution for human care located on an adjoining lot. If not in a residential district but adjoining such district, the parking area, including the required fence or wall, shall not be located closer than ten (10) feet from the established street right-of-way line within fifty (50) feet of any residential district.
- (4) *Surfacing*. Except where otherwise prohibited by applicable law, any off-street parking area for five (5) or more vehicles shall be surfaced with a durable and dustless surface, shall be so graded and drained as to dispose of all surface water accumulated within the area, and shall be so arranged and marked as to provide for orderly and safe loading or unloading and parking and storage of vehicles. The foregoing requirements with respect to surfacing shall not apply to a temporary parking area.
- (5) Lighting. Any lighting used to illuminate any off-street parking area shall be so arranged as to direct the light away from the adjoining premises in any residential district.
- (6) Nature of use. In RS, RM and RT districts, off-street parking areas shall be used only by vehicles of up to three-quarter-ton manufacturer's rated capacity. Required off-street parking areas shall not be used for the sale, repair, dismantling or servicing of any vehicles, equipment, materials or supplies.
- (7) *Shelter building*. An off-street parking area may have not more than one (1) attendant shelter building conforming to all setback requirements for structures in the district, and which shelter building in the RS, RM and RT districts shall not contain more than fifty (50) square feet of gross floor area.

(h) *Variance*. The board of adjustment may authorize, on appeal, a modification, reduction or waiver of the foregoing requirements only if it should find that in the particular case appealed, the peculiar nature of the residential, business, trade, industrial or other use, the exceptional shape or size of the property, or other exceptional situation or condition not generally applicable to other lots in the same district must justify such action.

(Ord. No. 1124, § 1(28-9.2.2), 6-18-79)

Section 2 - Severability.

If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

Section 3 - Conflicting Provisions.

If any provision, paragraph, word, section or article of this Ordinance conflicts with the provisions of any other Ordinance, then the provisions of this Ordinance shall be deemed to have superseded all conflicting provisions previously entered into effect.

Section 4 - Repealing Conflicting Ordinances.

That all other existing ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

Section 5 - Effective Date.

[Choose One (1)]

_____ Pursuant to 11 O.S. §14-103, this Ordinance shall take effect thirty (30) days from its final passage unless the City Council specifies a later date:

[OR]

_____ EMERGENCY CLAUSE. For the immediate preservation of the public peace, health and safety, an emergency is hereby declared to exist whereby this Ordinance shall take effect immediately upon passage and publication as required by law. The question of emergency must be ruled upon separately and approved by the affirmative vote of at least three quarters ($\frac{3}{4}$) of ALL the members of the City Council (4 affirmative votes required). As required by 11 O.S. §14-103, an emergency measure must state in a separate section why it is necessary that the measure become effective immediately; the reason for the emergency measure is as follows:

PASSED AND APPROVED this _____ day of _____, 2022.

Bless Parker, Mayor

ATTEST:

APPROVED:

Melissa Moore, City Clerk

Ben Loring, City Attorney

**CITY OF MIAMI
ACTION/DECISION REQUEST**

**COUNCIL
MEETING DATE:** September 26, 2022

AGENDA TITLE: Discussion on Amending Chapter 10 Flood Damage
Prevention Ordinance, Section 10-36 Regarding Lands to
Which This Ordinance Applies

BACKGROUND:

- Revision of Chapter 10 Flood Damage Prevention Ordinance, Sec. 10-36. Lands to which this ordinance applies.
- Addition of language to reflect the provisions of this ordinance to do not apply to “real estate within the municipal limits of the City of Miami which belong to the United States of America, the State of Oklahoma or held by the United States in trust for any federally recognized tribe”.
- Revised ordinance is being sent to Oklahoma Water Resources Board and FEMA for approval.

STAFFS RECOMMENDATION:

No Action

Proposed Motion:

No Motion

PRESENTER(S):

Ben Loring/Kristi McClain

ORDINANCE NO. 2022-__

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI, OKLAHOMA AMENDING SECTION 10-36 (LANDS TO WHICH THIS ORDINANCE APPLIES.) OF CHAPTER 10 (FLOOD DAMAGE PREVENTION) OF THE CODE OF ORDINANCES; PROVIDING SEVERABILITY; PROVIDING FOR CONFLICTING PROVISIONS; REPEALING ALL CONFLICTING ORDINANCES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Article 2, Section 6, subparagraph 2 of the City Charter provides that the Council may enact municipal legislation subject to limitations as may now or hereafter be imposed by the Oklahoma Constitution and law; and

WHEREAS, on September 11, 2019, the City Council enacted Ordinance No. 2019-13 which rewrote in its entirety Chapter 10 (Flood Damage Prevention of the Miami Code of Ordinances; and

WHEREAS, the Council now wants to specifically clarify that Ordinance by clearly stating what the law already provides, that such Ordinance does not apply to lands within the municipal limits of the City of Miami, insofar as flood regulations are concerned which are already regulated by other governmental entities, specifically lands which belong to the United States of America, the State of Oklahoma or which are held by the United States in trust for any federally recognized tribe.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF MIAMI, OKLAHOMA:

Section 1 - Amendment.

Section 10-36 of the Code of Ordinances is amended to read as follows:

Sec. 10-36. Lands to which this ordinance applies.

Except as herein provided, this ordinance shall apply to all areas of special flood hazard (the one (1) percent annual chance floodplain) within the jurisdiction of the City of Miami, Oklahoma. Provisions of this ordinance relating to protection of critical facilities shall apply to all areas designated as being within the boundaries of the .2 percent annual chance (five hundred (500) year) floodplain within the jurisdiction of the City of Miami. Mapping standards contained within this ordinance shall apply to all areas within the jurisdiction of the City of Miami. Provided, however, this ordinance shall not apply to any real estate within the municipal limits of the City of Miami which belong to the United States of America, the State of Oklahoma or which is held by the United States in trust for any federally recognized tribe.

(Ord. No. 2019-13, § 1, 9-11-2019)

Section 2 - Severability.

If any provision, paragraph, word, section or article of this Ordinance is invalidated by any court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and chapters shall not be affected and shall continue in full force and effect.

Section 3 - Conflicting Provisions.

If any provision, paragraph, word, section or article of this Ordinance conflicts with the provisions of any other Ordinance, then the provisions of this Ordinance shall be deemed to have superseded all conflicting provisions previously entered into effect.

Section 4 - Repealing Conflicting Ordinances.

That all other existing ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of any such conflict or inconsistency and all other ordinances not in conflict herewith shall remain in full force and effect.

Section 5 - Effective Date.

[Choose One (1)]

_____ Pursuant to 11 O.S. §14-103, this Ordinance shall take effect thirty (30) days from its final passage unless the City Council specifies a later date:

[OR]

_____ EMERGENCY CLAUSE. For the immediate preservation of the public peace, health and safety, an emergency is hereby declared to exist whereby this Ordinance shall take effect immediately upon passage and publication as required by law. The question of emergency must be ruled upon separately and approved by the affirmative vote of at least three quarters (¾) of ALL the members of the City Council (4 affirmative votes required). As required by 11 O.S. §14-103, an emergency measure must state in a separate section why it is necessary that the measure become effective immediately; the reason for the emergency measure is as follows:

PASSED AND APPROVED this _____ day of _____, 2022.

Bless Parker, Mayor

ATTEST:

APPROVED:

Melissa Moore, City Clerk

Ben Loring, City Attorney