

CITY OF NORTH MIAMI

To: Officer Jodlyn Antoine

Date: 8/1/2014

From: Chief Leonard Burgess

Subject: Disciplinary Action

You are hereby notified that you are:

- ☐ Removed from the service of the City of North Miami effective _____, _____
Time Date
- ☐ Demoted from _____ to _____
Classification Classification
effective _____, _____
Time Date
- ☐ Suspended from _____ to _____
Time Date Time Date
- ☐ Fined _____
- ☐ Being reprimanded in writing, a copy of which will be kept in your employee file in the Personnel Administration Department.

If one of the first four actions is checked, the following statement will apply to employees with regular Civil Service status, in accordance with Civil Service Rule XIII:

"Written notice of removal given to any employee, or written notice left at or mailed to his/her usual place of residence, shall be sufficient to put any such disciplinary action into effect, and it shall be the duty of the appointing authority taking the action to notify the Personnel Department forthwith.

Any employee in the classified service who deems that he or she has been demoted, removed, fined, or suspended without just cause may, within fourteen (14) calendar days of such action, request in writing a hearing before the Personnel Board to determine the reasonableness of the action, except that any disciplinary action imposed upon an employee following review of an accident or injury by the City's Accident Review Boards pursuant to Administrative Regulation 1-8 or 110-4 shall not be subject to appeal to the Personnel Board, but shall be subject to review in accordance with the respective aforementioned Administrative Regulation or as the same may hereafter be amended."

"The Board shall, within sixty (60) calendar days after a request for appeal by a disciplined employee, proceed to hear such appeal."

If the last action (reprimand in writing) is checked, the following statement will apply to employees with regular Civil Service status, in accordance with Civil Service Rule XIII:

You may appeal this reprimand to the City Manager. You must submit your appeal request, in writing, to the Personnel Administration Department within five (5) calendar days of receipt of the reprimand.

If one of the following is checked, no appeal procedure is available:

- ☐ Employee on probation does not have regular Civil Service status in present job classification.
- ☐ Disciplinary Action in accordance with Administrative Regulation 1-8, Accident Review Board for All Employees Except Sworn Police Personnel.
- ☐ Disciplinary Action in accordance with Administrative Regulation 110-4, Accident Review Board for Sworn Police Personnel.

The disciplinary action was taken for the following reasons: (Remarks from appointing authority. List cause(s) for action as per Rule XIII, Section B, Administrative Regulation, Rule, Policy, or any additional remarks you feel are pertinent to the action.)

SEE ATTACHMENT. LAST CHANCE AGREEMENT.

Copy to: ☒ Personnel ☒ Hand Delivered

☒ Department or

☒ Employee ☐ Certified Mail

J. D. Antoine
Employee's Signature

08-18-2014
Date

Certified Mail Number

Date

Copy must be provided to employee. Forward signed original to Personnel Administration.

Rev. 08-93

Rev. 10-02

See Attached Last Chance Agreement

TO: Officer Jodlyn Antoine ID# 06-0171
FROM: Chief Leonard Burgess

I have received your Notice of Disciplinary Action dated July 18, 2014. In reference to the NMPD Internal Affairs Investigation Case Number 2014-02, the Disposition Panel determined a Sustained Finding on seven violations. As a result, your chain of command recommended that the Disciplinary Action against you be Termination.

I recommend the attached Last Chance Agreement, dated August 25, 2014, as an alternative to being terminated from employment.



Leonard Burgess, Chief of Police

9-12-14
Date

LAST CHANCE AGREEMENT

This Last Chance Agreement ("Agreement") is entered on this 12th day of September, 2014, by and between the City of North Miami (the "City"), Jodlyn Antoine (the "Employee") and the Dade County Police Benevolent Association (the "Union"). The City, the Employee and the Union are collectively referred to herein as the "Parties."

WHEREAS, the Employee is currently employed by the City as a Police Officer;

WHEREAS, on or about the 31st day of January, 2014, the City initiated Internal Affairs Investigation 2014-02 ("IA 2014-02"), which concerned allegations that the Employee had: (1) repeatedly harassed a civilian, via telephone and in person, for the purpose of obtaining repayment of money owed to Employee's girlfriend; (2) while off duty, responded to the civilian's place of employment located outside City limits in his marked police vehicle and while wearing his full Class 'B' uniform; and (3) misused the City's Criminal Information Systems database;

WHEREAS, on or around the 23rd day of June, 2014, the City concluded IA 2014-02 and determined that the Employee committed the following policy violations:

North Miami Police Department, Mobile Laptop Computers, Standard Operating Procedure 100.06 IV Paragraph B

Criminal Information System: The mobile laptop computers interface with the Florida Criminal Information Center (FCIC) and the National Criminal Information Center (NCIC). This information is strictly limited to law enforcement purposes and may not be disseminated to any person for any other purposes. Use of the FCIC/NCIC network is restricted to personnel who have received FCIC/NCIC training and hold an active certificate.

North Miami Police Department, Mobile Laptop Computers, Standard Operating Procedure 100.06 IV Paragraph D Section 7

Information obtained through Department accessed programs is for criminal justice purposes only. Under no circumstances may the FCIC/NCIC database be accessed for personal use. "The mobile laptop computer system shall be used for work related purposes only".

CJIS Policies and Procedures – Ethics & Misuse – FCIC/NCIC

FCIC/NCIC is provided to criminal justice agencies and statutorily defined agencies for official criminal justice purposes.....of the misuse cases that are investigated, most will stem from one of the following categories: affairs of the heart, political motivation, monetary gain, or idle curiosity.

Use of Uniforms – North Miami Police Rules and Regulations - Section 30

Members of the Police Department shall not wear uniforms at any time except when on active duty, on off duty jobs, or assignments of which the department has knowledge.

Off Duty Usage of Vehicle – North Miami Police Rules and Regulations - Section 42

No Police Department vehicle will be used by any member without the permission of their commanding officer, except in a serious emergency when it is impracticable to communicate with said commanding officer and in such an event the reason for the using the vehicle shall be communicated to their commanding officer as soon as possible.

Off Duty Usage of Vehicle – City of North Miami Administrative Regulations – Section 1-56.6

Off Duty Usage – take home vehicles will be used to commute to and from work, by the most direct available route as specified in the agreement, or for official business approved, in advance, by the department head. No private or personal business shall be conducted in take home vehicles except in accordance with paragraph 7 as it applies to sworn police officers who maintain their primary residence within the corporate limits of the City of North Miami.

Conduct Unbecoming – North Miami Police Rules and Regulations – Section 59

Officer shall conduct themselves, at all times, both on and off duty, in such a manner as to reflect most favorably on the department. Conduct unbecoming an officer shall include that which brings the department into disrepute or reflects discredit upon the officer, a member of the department, or that which impairs the operation or efficiency of the department or officer.

WHEREAS, as a result of the foregoing policy violations, the City considered terminating Employee's employment as a Police Officer;

WHEREAS, in lieu of termination, the Parties have reached an agreement that gives the Employee a last chance to salvage his City employment; and

WHEREAS, the Employee has agreed to enter into this Agreement voluntarily and understands and accepts its terms and conditions which he believes are fair and appropriate, and are hereinafter set forth.

NOW AND THEREFORE, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, do hereby stipulate and agree as follows:

TERMS

1. All of the above statements are true and correct to the best of the Parties' belief and knowledge.
2. The Employee agrees, as an alternative to being terminated from employment, to the following:
 - a. The Employee shall serve a one (1) month suspension without pay on account of the following policy violations as determined in IA 2014-02:
 - North Miami Police Department, Mobile Laptop Computers, Standard Operating Procedure 100.06 IV Paragraph B;
 - North Miami Police Department, Mobile Laptop Computers, Standard Operating Procedure 100.06 IV Paragraph D, Section 7;
 - CJIS Policies and Procedures - Ethics & Misuse - FCIC/NCIC;
 - Use of Uniforms - North Miami Police Rules and Regulations - Section 30; and
 - Conduct Unbecoming - North Miami Police Rules and Regulations - Section 59.
 - b. The Employee's use of his City-issued take home vehicle shall be suspended for six (6) months on account of the following violations:
 - Off Duty Usage of Vehicle - North Miami Police Rules and Regulations - Section 42; and
 - Off Duty Usage of Vehicle - City of North Miami Administrative Regulations - Section 1-56.6
 - c. If the Employee violates any provision of the City or Police Department's policies set forth in Paragraphs 2.a. and 2.b. above or fails to successfully perform any of his duties as a police officer during the twelve (12) month period following the effective date of this Agreement, the City may terminate the Employee's employment immediately at its sole discretion, which termination shall be final and binding.
 - d. The Employee agrees to waive his right to grieve, appeal, arbitrate or otherwise challenge the discipline set forth in Paragraphs 2.a. and 2.b. of this Agreement.
 - e. The Employee agrees to waive his right to grieve, appeal, arbitrate or otherwise challenge the City's decision to terminate Employee's employment for any of the reasons set forth in Paragraph 2.c. of this Agreement. If the City does not immediately terminate the Employee after the Employee

violates any of the conditions set forth in Paragraph 2.c., it shall not be deemed a waiver of the City's right to terminate the Employee for any subsequent violations of that paragraph.

- f. For and in consideration of his continued City employment and other valuable consideration received from or on behalf of the City, receipt of which is hereby acknowledged, the Employee hereby releases, acquits, satisfies and forever discharges the City, as well as each and every one of its current or former officials, agents, attorneys and employees, both in their official and individual capacities, and their respective successors and assigns, from any and all claims, causes of action, grievances, charges and lawsuits, including any claim or claims arising under any federal, state or local laws relating to employment discrimination, and any and all other claims and demands in law or in equity that the Employee had, has or may have against the City by reason of any matter, cause or thing whatsoever, from the beginning of the world to the effective date of this Agreement, including but not limited to all matters concerning or arising out of Employee's City employment.

3. The Union agrees to waive its right to grieve, appeal, arbitrate or otherwise challenge the discipline set forth in Paragraphs 2.a. and 2.b. above. The Union also agrees to waive its right to grieve, appeal, arbitrate or otherwise challenge the City's decision to terminate the Employee for any of the reasons set forth in Paragraph 2.c. of this Agreement.

4. This Agreement embodies the complete terms and conditions of the resolution of IA 2014-02. This Agreement may not be modified or superseded except in writing and with the express written consent of all the Parties.

5. The Employee specifically acknowledges and declares that no other contract, promise or inducement has been made, that he has entered into this Agreement voluntarily and of his own free will and that he fully understands the terms of this Agreement.

6. The Employee understands and agrees that, under the Public Records Law, the City is required to, and shall upon request by any third party, disclose the terms of the Agreement, and the City shall comply with all federal, state, and local laws requiring disclosure of public records.

7. It is understood and agreed by all Parties hereto that the Agreement is executed based upon the particular circumstances of this case and does not establish precedent for the disciplining other employees for similar violations.

8. It is understood and agreed that, should any provision of the Agreement or any part thereof, be rendered or declared invalid by any decree of a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

9. In the event it becomes necessary for either party to enforce any of the provisions of this Agreement in any legal or equitable proceeding, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in such enforcement action. Venue for any litigation regarding this Agreement will be Miami-Dade County.

10. The Parties acknowledge that they have had the opportunity to negotiate, and have, in fact, negotiated regarding the terms of the Agreement. The Employee further acknowledges that he has carefully read the Agreement consisting of five (5) pages and agrees that the City has not made any representations other than those contained herein. The Employee acknowledges that he enters into this Agreement voluntarily, without pressure or coercion, and with full knowledge of its significance, and this Agreement constitutes a full and absolute settlement and bar as to any and all claims he had, has or may have against the City.

IN WITNESS WHEREOF, the Parties hereto have knowingly and voluntarily made and executed this LAST CHANCE AGREEMENT, on the respective dates under each signature:

JODLYN ANTOINE

DADE COUNTY POLICE
BENEVOLENT ASSOCIATION

By: _____

Date: _____

Date: _____

CITY OF NORTH MIAMI

By: _____


Date: _____

9-12-14