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K 820272

4200 workers

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI- DADE COUNTY, FLORIDA

AND

THE DADE COUNTY POLICE

BENEVOLENT ASSOCIATION

RANK AND FILE UNIT

OCTOBER 1, 2002 TO SEPTEMBER 30, 2005



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PREAMBLE

THIS CONTRACT, is entered into between Miami-Dade County, Florida (hereinafter referred to as the "County"), and the Dade County Police Benevolent Association, Inc., (hereinafter referred to as the "P.B.A." or the "Association"), and said Agreement shall be effective on the 1st day of October, 2002, subject to ratification by the Association membership and by the Board of County Commissioners of Miami-Dade County.

The term "employee" when used anywhere in this Agreement shall be understood to mean bargaining unit employee. The terms "sworn" employee or "law enforcement personnel" is understood to be as defined in Chapter 943, Florida Statutes.

ARTICLE 1 PURPOSE AND INTENT

The general purposes of this contract are to provide an Agreement for wages, hours and conditions of employment of the employees covered by this Agreement except as otherwise provided by Constitution, Statute, Charter and Ordinance to prevent interruption of work and interference with the efficient operation of the County and performance of County operations and to provide orderly, prompt, peaceful and equitable procedure for the resolution of differences and the promotion of harmonious relations between the County and the Association and the various departments effected by this Agreement.

Upon ratification, the provisions of this Agreement will supersede Personnel Rules or Administrative Orders and/or other rules and regulations in conflict herewith. If no direct conflict with the provisions of this agreement exists, the applicable provisions of the County Personnel Rules, Leave Manual, and departmental rules and policies, established in accordance with Article 5, shall prevail. The County retains the right to establish through Administrative Order or Personnel Rules practices or procedures which do not violate the provisions of this contract.

ARTICLE 2 RECOGNITION OF ASSOCIATION

A. The County recognizes the Association as the exclusive collective bargaining agent of the employees within the bargaining unit covered by the Agreement, which shall include the following County job classifications: Police Officer, Police Sergeant, Fingerprint Technician 1, Fingerprint Technician 2, Photographer, Photographic Supervisor, Police Complaint Officer, Aircraft Operator, Animal Control Specialist, Animal Control Supervisor, Police Technician, Police Dispatcher, Police Communication Supervisor, Fire-Rescue Dispatcher, Fire Rescue Dispatch Supervisor, Court Service Officer 1, Court Service Officer 2, Police Property Evidence Specialist 1, Police Property Evidence Specialist 2, Criminalist 1, Criminalist 2, Correctional Officer, Correctional Corporal, Correctional Sergeant, and Ordnance Technician.

B. Probationary and non-permanent employees shall continue to be governed by rules, regulations and contract benefits in effect prior to the execution of this Agreement, and there shall be no change in

any of the wages, hours or terms and conditions of employment of such employees as a result of this Agreement unless changes are specifically stated in this Agreement as applicable to such employees.

C. The County and the Association agree that whenever a classification is created which either party believes should properly be included in the unit or when either party believes an existing classification should be added to the unit that they will meet to discuss the issue and if they agree shall formally petition PERC to include the classification in the unit.

ARTICLE 3            GRIEVANCE PROCEDURE

A. In a mutual effort to provide harmonious working relationships between the parties to the Agreement, it is agreed to and understood by both parties that the following shall be the procedure for the resolution of grievances between the parties arising from terms and conditions of employment or from the interpretation or application of this Agreement.

B. A grievance shall be defined as any dispute arising concerning the interpretation or application of this Agreement or with respect to the terms and conditions of employment except as otherwise provided in this Article. Each grievance when filed should state with particularity the alleged violation of the contract claimed, the date(s) upon which the violation occurred, the facts of such violation, the Article(s) of the contract violated and the remedy sought by the grievant.

C. No management prerogative reserved solely to the authority of the County by the terms of this Agreement shall be made the subject of a grievance, however, the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on these matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement in force or any civil or career service regulation.

D. The parties acknowledge that as a principle of interpretation employees are obligated to work as directed while grievances are pending.

E. Disciplinary actions, counseling, reductions in grade, position classifications, classification appeal, job descriptions, performance evaluation appeals, disability determinations, and similar matters for which other appellate procedures are currently provided in the County Code of Miami-Dade County, or other provisions of this Agreement, are not subject to review as grievances. However, refusal to (1) process an application or appeal, (2) follow time limits, (3) permit an employee a right to representation, or (4) denial of a right to receive a reply, are expressly grievable.

F. The Association has the inherent right to bring a grievance action in its own name and on its own behalf concerning disputes relating to contract interpretation and application. Such a grievance will be filed directly at Step 4.

G. The following procedure shall apply:

Step 1: The aggrieved employee, with or without the Association representative, may discuss the grievance or dispute with the immediate supervisor within fourteen (14) calendar days of the occurrence or knowledge of the matter, and the supervisor shall respond to the parties presenting the grievance as soon as possible but no later than ten (10) calendar days following its submission.

Step 2: If, after a thorough discussion with the immediate supervisor, a grievance has not been satisfactorily resolved, the Association representative and/or the aggrieved employee may appeal the grievance or dispute to the intermediate supervisor in writing within seven (7) calendar days after the immediate supervisor's response is due. The intermediate supervisor shall respond in writing within seven (7) calendar days.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the Association representative and/or the aggrieved employee may appeal the grievance to the Head of the Division concerned within seven (7) calendar days after the intermediate supervisor's response is due. The Head of the Division shall respond in writing within seven (7) calendar days to the Association and the grievant.

Step 4: If the grievance has not been satisfactorily resolved in Step 3, hereof, the employee and/or Association representative may present the written appeal to the Director of the Department within ten (10) calendar days of the receipt in Step 3. The Director of the Department shall respond in writing to the employee, with a copy to the Association, within ten (10) calendar days.

Nothing shall prevent the parties from agreeing to submit initial grievances to any step deemed appropriate in order to expedite a determination, provided that at least one grievance step shall always precede arbitration. Such request shall be made to the Director of Labor Management. The time limits set forth above may be waived only by mutual agreement in writing between the parties.

The time limits set forth in each step above may be extended once for a similar period of days at the request of either party. If the Association or the grievant does not pursue a grievance to the next indicated step within the time limits as provided therein the grievance will be considered dropped with prejudice. If the County does not reply to a grievance at any step within the time limits set forth herein the grievance shall automatically proceed to the next step.

Step 5: Arbitration. If the decision of the Department Director has not satisfactorily resolved the grievance, the Association may request arbitration in writing to the Director of Labor Management no later than fifteen (15) working days after the rendering of such decision by the Department Director. Subsequent to the request for arbitration either party may request a labor management committee meeting to discuss resolution of a pending grievance. At the arbitration hearing the aggrieved employee shall be accompanied by his Association representatives as may be appropriate. Both sides may be represented by legal counsel. The arbitrator shall have access to all written documents and statements pertaining to the grievance. The arbitrator shall render his decision no later than

thirty (30) days after the conclusion of the final hearing. Copies of the findings of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties and shall be final and binding on both parties.

Appointment of Arbitrator: The arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the American Arbitration Association.

Powers of Arbitrator: The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted and appropriate remedies. The arbitrator shall limit his decisions to the application and interpretation of the provisions of this Agreement and shall have no authority to change, amend, add to, subtract from, ignore, modify, nullify or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration. The award of the arbitrator shall be final and binding when made in accordance with the jurisdiction and authority of this provision and this Agreement.

Witnesses and Expenses: Upon agreement of the parties, there shall be a certified court reporter at the hearing. The parties shall bear equally the expenses and fees of the mutually agreed upon court reporter, the arbitrator and all other expenses connected with a hearing. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. Employees required to testify will be made available; however,

whenever possible, they will be placed on-call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant or are directly required to assist the principal P.B.A. Representative in the conduct of the case. In class grievances, the class shall be represented by the P.B.A. President. The intent of the parties is to minimize time lost from work.

#### ARTICLE 4 CLASSIFICATION APPEAL

A. Whenever an employee has reason to believe they are misclassified, he/she may apply for a review of their classification, in writing, to their immediate supervisor. Such request, including a job description prepared by the employee and commented upon by the Department shall be forwarded to the Compensation Division by the employee's department within twenty (20) working days of receipt of request. Within thirty (30) calendar days of receipt of the request for reclassification, the Personnel Services Division shall render a decision in writing.

B. If the employee is not satisfied with the decision of the Personnel Services Division, he/she may, within ten (10) working days of receipt of decision, request in writing a hearing by the Employee Relations Director. At the hearing, the employee may be accompanied by a Representative of his choosing and may produce any documents and evidence to support his claim for reclassification. The Employee Relations Director will explain the basis for the decision in the event the request is denied. The Employee Relations Director shall hold such hearing within thirty (30) days of the request.

C. The Employee Relations Director's decision shall be final, subject to review by the County Manager upon the employee's request, and shall not be arbitrable.

D. In the event the request for reclassification is upheld, the employee shall receive compensation beginning with the pay period the original request was initiated.

E. Whenever the Employee Relations Director determines that an employee is misclassified, the employee shall always be placed in a current, appropriate classification, unless the Employee Relations Director determines that there is no existing appropriate classification. In such cases, the Employee Relations Director shall establish the classification, job description and pay range, which shall be maintained during the term of this Agreement. In the event the request for reclassification is upheld, the employee shall receive compensation beginning with the pay period that the original request was initiated.

#### ARTICLE 5      MANAGEMENT RIGHTS AND SCOPE OF THE AGREEMENT

A. The Association recognizes that the County possesses the right to operate and manage its departments and direct the work force, and the rights, powers, authority, and discretion which the County deems necessary to carry out its responsibilities and missions shall be limited only by the express terms of this Agreement.

B. Except as otherwise provided in this Agreement, these rights and powers include, but are not limited to, the authority to:

1. To establish, implement, revise or modify policies, procedures, and all other rules and regulations including but not limited to, Administrative Orders, Personnel Rules, Pay Plan, and Department Rules or Regulations.
2. Determine the missions and objectives of the departments;
3. Determine the methods, means and number of personnel needed to carry out departmental responsibilities;
4. Take such actions as may be necessary to carry out services during emergencies declared by the County Manager;
5. Discipline or discharge employees for proper cause in accordance with applicable sections of the Miami-Dade County Code, County Personnel Rules and Department Rules and Regulations;
6. Schedule operations and shifts;
7. Introduce new or improved methods, operations or facilities;
8. Hire, promote, revise promotional criteria, transfer or assign employees; including those with linguistic skills;
9. Direct the work of the employees, determine the amount of work needed, and in accordance with such determination relieve

employees from duty or reduce their hours of work for lack of work, lack of funds or such other reason as the County shall determine is essential in accordance with County Rules and Regulations;

10. Schedule overtime work as required.

C. The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, express or implied, or practices, between the County and the Association or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

#### ARTICLE 6 SERVICES TO THE ASSOCIATION

A. The County shall furnish the P.B.A. a copy of all written rules and regulations pertaining to the employer-employee relations, including but not limited to: County Manager's Administrative Orders, Personnel Rules, Manuals, Departmental Administrative divisional and training orders, Departmental staff studies, reports, written proposals affecting wages, hours and conditions of

employment, employees work schedules (when the above are classified as public records,) and other materials regularly distributed to members of the bargaining unit.

B. Officers and Representatives

1. The Association shall notify the County Manager of the names of its Officers. The President of the Association, if a County employee, shall be released from his or her regularly assigned duties up to a limit of one hundred (100) hours per month in order to process grievances, and to administer this Agreement.

Furthermore, the First Vice-President, Second Vice-President, Secretary and Treasurer who are also County Employees may spend up to a cumulative total of sixty-four (64) hours per month, without loss of pay, for the purposes of administering this Agreement and processing grievances, but not for the purpose of soliciting membership in the Association. Prior approval of their supervisor is required. The supervisor's approval shall not be unreasonably withheld, and time spent shall be logged on the daily activity report.

2. The Association has the right to select up to sixty (60) employees from within the bargaining unit, as herein defined, to act as Association representatives. The names of employees selected shall be certified in writing to the Directors of their respective departments and the Labor Management Director of Dade County by the Association.

It is agreed to and understood by the parties that Association representatives may spend up to a cumulative total of two hundred and fifty (250) hours per month, without loss of pay, with the prior approval of their supervisor, in the processing of grievances, administration of the Agreement, but not for the purpose of soliciting membership. The supervisor's approval shall not be unreasonably withheld.

3. Six (6) Association representatives and the Association President, if an employee, shall be allowed time off with pay for attendance at collective bargaining sessions with the County, if such meetings fall within the employee's regularly scheduled work shift. Time spent at collective bargaining shall not be deducted from the time allowed in paragraphs numbered one and two above.

C. The County will furnish the Association bulletin board space at such locations as agreed upon by the parties for the posting of official Association notices.

It is intended, for the purpose of interpretation, that the bulletin boards provided shall be those used by the County primarily for employee information and internal communications, and not for the basic purpose of communicating with the general public.

D. The County shall provide to the Association, at actual cost, all requested public documents that are not collective bargaining work product or otherwise prohibited from disclosure by law. Such documents shall be provided at the beginning of each fiscal year and quarterly thereafter and shall include but not be limited to B-1

Salary Forecast/Wage Survey, Annual County Budgets (proposed and final), Pay Plan and Annual financial reports insofar as they meet the disclosure requirements of this section.

ARTICLE 7 DUES CHECK OFF

A. Upon receipt of written authorization from an employee, the County agrees to deduct the regular Association dues and insurance premiums of such employee from his biweekly pay and remit such deduction to the Association within ten (10) days of deduction. The Association will notify the County, in writing, at least thirty (30) days prior to any change in the amount of the regular dues deduction. An employee may, upon thirty (30) days written notice to the County and the Association, revoke his dues deduction authorization, and the County thereupon shall cease to make such deduction. The revocation of dues deduction under this Article shall not constitute a revocation for the deduction of insurance premiums.

B. The Association agrees to indemnify and hold the County harmless against any and all claims, suits, orders and judgments brought and issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.

C. The County will consider requests during the term of this Agreement for additional payroll deductions.

ARTICLE 8      INTERNAL AFFAIRS

A.    The parties recognize that law enforcement personnel occupy a special place in American society.  Therefore, it is understood that the County has the right to expect a professional standard of conduct such as the Law Enforcement Code of Ethics be adhered to by all law enforcement personnel regardless of rank or assignment.  Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the Departments reserve the right to conduct reasonable investigations designed to uncover the facts in each case, but expressly agree to carefully guard and protect the rights and dignity of accused personnel.  In the course of internal investigation, law enforcement personnel will be treated as professionals.  The investigative methods employed will be reasonable, and consistent with the law and ethics.  The Departments will make every reasonable effort to obtain complainants statements under oath.  Said complaints shall be taken and sworn to on a standard form.

The County agrees to review and consider seeking criminal prosecution against any complainant who is found to have made and sworn to any false allegations against an employee.  Individual employees will not be discouraged by the Departments from seeking their own legal remedies.

B. The findings of all Miami-Dade Police Department and Corrections and Rehabilitation Department Internal Affairs investigations shall be termed as:

1. Not Sustained; in that there is insufficient evidence to sustain the complaint.
2. Exonerated; in that the incident occurred, but employees' actions were justified, lawful and proper.
3. Unfounded; in that the complainant admits to false allegation; the charges were false or not factual or the employee was not involved in the incident.
4. Sustained; in that the allegation is supported by sufficient evidence to indicate that the employee did commit one or more of the alleged acts.
5. Sustained (Other): The investigation revealed that the employee committed a violation other than the original allegation(s). Each other finding must list a classification and have an incident violation cited.

C. Only "Sustained" and "Sustained (Other)" findings may be inserted in personnel records. "Not Sustained", "Unfounded", "Exonerated" findings shall not be inserted in permanent personnel records or referred to in performance evaluations. "Sustained" and "Sustained (Other)" findings will be re-evaluated, if necessary, should the employee prevail in disciplinary appeal process.

D. It is understood and agreed that the departments may retain all internal affairs investigation findings for the purpose of establishing employee profile to support negligent retention activity not routinely used in personnel matters. Internal Review files shall be released only pursuant to the requirements of State and local law.

E. The concerned department will provide official notification of the disciplinary action (except terminations) imposed within thirty (30) days from the date the employee received the disciplinary action report, or when the employee presents a rebuttal, whichever occurs later. This provision shall not apply to reasonable delays attributed to the department resulting from new information, or additional facts brought by the employee or the employee's representative during the disciplinary action session. This provision may be waived, in writing, by the employee for any reason.

The concerned department shall advise the employee/Association as to the reason(s) for any inability to comply with the thirty (30) day time frame. Failure to comply with the terms of this provision shall not preclude the imposition of appropriate disciplinary action.

ARTICLE 9 RIGHTS OF EMPLOYEES IN DEPARTMENTAL DISCIPLINARY  
MATTERS

A. Rights of employees at hearings before a Departmental Review Panel or subject to a departmental disciplinary investigation:

1. The Internal Review Section or departmental disciplinary investigator will keep employees informed as to the nature of the investigation when they are questioned or interviewed concerning a complaint or allegation and to inform them if they are the subject of the investigation or a witness prior to any interview.

Employees who are subjects of the investigation will be informed prior to the interview that they have the right to have legal counsel or a representative present. Said employee shall be notified of each and every allegation or charge made against him and shall be given a copy of any and all written complaints and statements of the complainant and witnesses made against him, if available, prior to the interview of said employee.

2. Interviews and questioning of employees shall be conducted in a professional manner. Statements shall not be taken in a coercive manner.

3. Administrative statements made by employees shall not be made public without written permission of said employee except where covered by the Public Records Law. An employee required to make an administrative statement shall be given advance notice in order to arrange proper representation and legal assistance.

4. Any employee who is summoned before a Departmental Review Panel, Departmental Investigation or Internal Review Section, during his normal off-duty hours will be compensated at the rate of time and one half for those hours. Employees so summoned will be governed by Article 25 entitled, Call Back, Court Time, and Special Emergencies.

5. The County agrees to promptly furnish any employee with two (2) copies of any disciplinary action report against him prior to disciplinary action being taken against him.

6. The employee shall, upon request, receive a copy of his written or recorded statement at no cost to the employee.

7. The employee who is the subject of a complaint or allegation shall be notified in writing of the disposition upon the conclusion of the investigation, and final decision by the Department Director.

8. In cases where management chooses to relieve an employee from duty pending an investigation or other administrative action, the following conditions will prevail:

a. The employee will remain on full salary allowances and shall not lose any benefits during this period of time.

b. Should disciplinary action result from the investigation, that period of time in which the employee was relieved from duty without pay may be included in the disciplinary action.

9. Except where covered by law when an employee has been arrested or indicted or charged by a prosecuting official, the Department on its own initiative shall not release a photograph or home address of any employee under investigation without the employee's written permission and the approval of the County Manager.

10. Any employee who is the subject of an internal investigation or department review panel will, in cases where findings or charges are not sustained, exonerated or unfounded or who is exonerated through the disciplinary appeal process, have the right to have all documents and reports, excluding the County "Advice of Personnel Action" or Personnel Change Document (PCD) forms, stamped "no longer in effect."

11. No employee shall be required to submit to any device designated to measure the truthfulness of his responses during questioning.

12. The County retains the right to inspect and search issued property and equipment and all County property. Upon request, employees will be given the reason for such search. Personal property and equipment will not be searched except pursuant to law.

13. No employee shall be disciplined except for just and proper cause.

14. Upon the receipt of notice of the imposition of discipline, the affected employee or the Association shall, upon request, be given a copy of the case summary (Internal Review file), and written complainant and witness statements at no cost to the employee or the Association.

B. Hearing pursuant to the Hearing Examiner System:

1. The law enforcement officer subjected to the disciplinary process shall be informed in writing of the charges against him/her. The officers or their counsel shall have the right to confront and question all witnesses under oath. The Association shall have the right of discovery and other procedural rights in accordance with the Florida Rules of Civil Procedure.

2. Any charges against an officer must be specific and clearly drawn and a violation of law, County rules and regulations, and/or Departmental rules, regulations and orders. No vague or ambiguous language such as "conduct unbecoming an employee" shall be used unless supported by specific incidences or charges.

3. The decision of a hearing examiner shall include a findings of facts, conclusions and may include recommendations, a copy of which shall be immediately provided to the employee concerned.

a. The parties agree that Section 2-47 of the Code of Miami-Dade County will be the exclusive method of disciplinary appeal for all Dade County employees exclusive of appeals to the judicial system.

b. The County Manager will make his decision based entirely on the facts contained in the Hearing Examiner's findings of facts and the transcript of the proceedings.

c. The County will continue to make good faith efforts to obtain the Hearing Examiner's decision within 30 days of the Examiner's receipt of the transcript.

The Hearing Examiner shall submit his/her findings of fact within 60 days of receipt of transcript of the hearing. The County Manager shall have 30 days from receipt of the findings to render his decision.

In the case of a dismissal, failure of the County Manager to provide an employee with a timely decision will result in the employee having the right to request temporary reinstatement to pay status pending receipt of a final decision.

d. The Miami-Dade Police Department and the Department of Corrections and Rehabilitation agree not to prejudice an employee from promotional or transfer opportunities based on a disciplinary action of suspension under appeal.

4. All disciplinary actions including demotions, suspensions, and dismissals of permanent employees, but excluding reprimands and lesser disciplinary actions, shall be appealable to a hearing examiner, in accordance with the applicable Section(s) of the Miami-Dade County Code. This section shall not apply to termination of non-permanent or probationary employees or the demotion of permanent employees who fail to complete promotional probationary period to the satisfaction of the Departments for other than disciplinary reasons.

5. The above referenced Code provisions providing for a disciplinary appeal process are to be read to include the following procedural guarantees:

The Association may challenge for cause, the inclusion of specific Hearing Examiners on the panel.

The County shall publish and establish a Hearing Examiner Procedure Manual.

The County shall be responsible for selecting the Hearing Examiner on each appeal and setting the date, time and place for the hearing upon consultation with the parties involved. There shall be no ex parte communication between the participants of the hearing and the Examiner.

The parties to the hearing shall not initiate ex parte communications with the County Manager's Office for the purpose of

influencing the final appeal decision. This decision shall be based solely on the hearing record.

6. The Association will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions of demotion and suspension by utilizing the arbitration procedure contained in Article 3 of this Agreement. The Association shall notify the Director of Labor Management in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Association's choice between the arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change. In the case where the Association does not timely notify the County or chooses not to select the arbitration procedure, then the disciplinary appeal provisions under 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Association selects the option to appeal a demotion or suspension under the arbitration procedure then the provisions of 2-47 of the Code will not be applicable.

C. The following provisions of the Special Labor-Management Committee Report to the County Manager, dated May 11, 1987 shall remain in effect during the term of this Agreement:

- . Pre-Hearing Conference.
- . Employee Option/Time in Lieu of Suspension

- . Appeal of Written Reprimands
- . Review of Disciplinary Investigations and Relief from Duty
- . Disciplinary Action Report Rebuttals
- . Pre-Termination Conference - Corrections and Rehabilitation Department

ARTICLE 10    CIVIL SUITS

A. The County will undertake the defense of an employee against civil damage suits and will file proper and appropriate countersuits, providing that such suit arose out of actions by the employee in the line of duty; and, provided that defense is requested by the employee and the County Manager. The request of the Manager shall be forthcoming except in cases where the County has taken or is in the process of taking disciplinary action against the employee arising out of the incident or incidents which comprise the basis for the suit against the employee for which defense is requested. Even in these cases the County Manager may at his option provide for the defense.

Where disciplinary action is reversed or overturned on appeal, the County will undertake the defense of the employee as provided above from the time of said reversal or overturning.

If an employee received a non-appealable discipline and such discipline would otherwise prevent legal defense under this section as provided above, such disciplinary action may be appealed to a hearing examiner.

B. The County acknowledges that civil suits against employees growing out of their duties in the scope of employment are covered by Florida Statutes and accepts the responsibility of providing defense insofar as the Florida Statutes require.

ARTICLE 11      CONFIDENTIAL RECORDS

A. The County will continue to comply with applicable Court orders and Statutes (including Chapter 119 Florida Statutes as amended) and until otherwise provided by Court Order, will not reveal the address, home telephone numbers, or information pertaining to the relatives of employees (wife, children, parents, grandparents, etc.) from the personnel records of employees employed in the Miami-Dade Police Department or Corrections and Rehabilitation Department. Further, until otherwise provided by Court Order, the County will not disclose personnel rosters containing names, addresses, telephone numbers, photographs and duty assignments of employees. It shall be the right of any officer, at reasonable times to inspect and make a copy of his or her personnel records and all such records shall be made available for inspection. Within the terms of this Article and applicable statutes, the Employee Relations Department and Departmental personnel shall keep personnel matters confidential.

B. If more than one personnel file is maintained on employees, the County will insure that all files are accessible to the employees. Employees shall receive a copy of all documents representing adverse personnel actions.

C. The County agrees that an employee shall have the right to include in any and all files a written refutation (including signed witness statements) of any material the employee considers to be detrimental.

D. Employees will receive written notification when their personnel files are reviewed pursuant to Chapter 119 Florida Statutes as amended.

E. No supervisor's personal notes or memorandum concerning employees' informal counseling shall be placed in an employees' personnel file. For purposes of this section personnel files are herein defined as the County Personnel File, the Departmental Personnel File and the Unit of Assignment File. These files shall be opened to review by the employee. Supervisors may keep personal notes regarding an employee's performance.

F. The concerned Department will implement an ongoing document review process for employee designated beneficiaries on County and State insurance and Retirement benefits.

#### ARTICLE 12 JOB DESCRIPTION AND APPEAL

A. No employee covered by this Agreement shall be required to do work outside his classification, except under emergency conditions as declared by the County Manager or authorized representative.

B. Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the County shall discuss with the Association the proposed change in job description. The Association shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.

C. If the Association is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in paragraph 2 above, request a hearing before the Employee Relations Director. This hearing shall be held at a mutually agreeable time, within thirty (30) days.

D. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. Within present job descriptions, the County may assign tasks and duties which involve minor and occasional variation from the job descriptions to employees so long as the tasks and duties assigned fall within skills and other factors common to the classification.

E. It is understood by the parties, the duties to be added in the proposed change in the job description shall bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the County, other than the addition of new duties, shall be reasonable under the circumstances.

F. Compliance with the requirements of this provision shall be the issue in the hearing. Testimony shall be taken from employees

affected, who desire to give such testimony, provided that the Association and County will agree on a representative number of employee witnesses to insure a full hearing on the merit of the issues. Appropriate County Management shall appear in support of the proposed changes. The decision of the Employee Relations Director shall be final, subject to review by the County Manager.

G. The terms of agreement contained in the April 22, 1985 letter and attachments concerning the Fire Department's Communications Operators administration of the overtime call box shall remain in force and effect.

It is also understood that the Fire-Rescue Dispatchers working in the Fire Alarm Bureau of the Dade County Fire Department will call for overtime for firefighters on an "as needed" basis. The "as needed" basis is defined as follows: Primary and secondary overtime administration will be done by light duty assignment between the hours of 8:00 a.m. 5:00 p.m., Monday through Friday (excluding weekend and holidays). After 5:00 p.m. and on weekends and holidays, the operators (Medcom) will be responsible for the administration of overtime procedures in accordance with department policies and procedures.

#### ARTICLE 13 VOTING

The County agrees to allow each employee who is a registered voter, a reasonable amount of time off, with pay, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work production. The location of the

employee's precinct and work schedule shall be considered in scheduling such time off.

ARTICLE 14      MERGERS OF OTHER POLICE DEPARTMENTS

Whenever a merger is contemplated in which municipal police services with merit employment systems have established promotional eligible lists, the merger agreement shall provide for equitable determination of a plan for merging such promotional procedures, satisfactory to the municipality, and the County Commission. The Association shall be informed of such plans in advance and be given an opportunity to participate through discussions and in the formulation of the merger terms as they pertain to matters covered in this Agreement. Upon execution of the merger, employees of the merged jurisdiction whose job classifications fall within this bargaining unit shall be fully governed by County policies and procedures and this collective bargaining agreement except as otherwise specifically provided for in the merger agreement.

ARTICLE 15      RULES AND REGULATIONS

Each employee shall receive a written copy of the applicable Departmental rules and regulations. New employees shall receive a copy when hired.

ARTICLE 16      HEALTH SERVICES

A. Special risk employees will receive and are obligated to take physical examinations every 24 months. This will include a blood

corpuscule count along with any and all other testing to include consultation with medical specialists when the physician feels appropriate to guarantee a complete and accurate evaluation. If required by the County examining physician, an employee will be given a stress EKG. All non-special risk employees will receive and are obligated to take a standard physical examination every twenty-four (24) months. If determined by the doctor or the department to be necessary, testing may be required on a more frequent basis. Scheduling will be at the discretion of the department and at a location available for the purpose. The results become a permanent part of the employee's record.

B. Employees may request the use of their own physicians if the County does not provide an adequate physical. Upon the approval of the concerned Department and the Employee Relations Department this physical may be approved using the County form and to a maximum fee equal to that of the amount paid to the County contracted physicians. This physician must be approved in advance by the County. However, the toxicology portion of the physical examination shall only be conducted by the County's physical examination provider.

C. The employee shall be notified of any irregularities discovered as a result of the examination. If there are irregularities, employees may at their option schedule themselves for a consultation with the attending physician to discuss the results of their physical examination. Each employee will be provided with a copy of his complete examination results.

D. The parties recognize that law enforcement is a highly stressful career and that this stress can cause a high incidence of emotional, physical and psychological problems. To assist employees in better coping with these problems the County agrees to consult with the P.B.A. with regard to establishing a program to assist employees in overcoming stress related illness.

E. Any employee who suffers from alcoholism and recognizes his problem of alcohol abuse; and wishes and agrees to obtain treatment for alcoholism shall suffer no disciplinary action or discharge as a result of his admission and recognition of his alcoholism; provided:

(1) He obtain treatment through professional counseling membership in Alcoholics Anonymous, and/or other recognized treatment methods.

(2) He successfully controls his alcoholism as a result of treatment.

(3) This section shall not convey the right for an employee to raise alcoholism as a defense to the commission of an act resulting in disciplinary action.

F. Employees in the classifications of Fingerprint Technician 1, Fingerprint Technician 2 and Photographer who are affected by the Cooper Vapor Laser, shall be given an eye examination annually which would include history, visual acuity, eye pressure and fungus examination.

G. HEART DISABILITY PROVISIONS:

1) CONDITION OF IMPAIRMENT

Any condition or impairment of health caused by hypertension, heart disease or hardening of the arteries, resulting in total or partial disability, shall be presumed a condition creating eligibility for benefits as outlined in paragraph (3).

2) ELIGIBILITY

Any Police Officer, Police Sergeant, Police Technician, Correctional Officer, Correctional Corporal, or Correctional Sergeant with at least ten (10) but not more than twenty-five (25) years of sworn County bargaining unit service and who has not attained age fifty-five (55) and who has suffered any condition or impairment as defined in paragraph (1) shall be qualified for benefits as outlined in paragraph (3).

3) BENEFITS

a) Anyone qualified for these benefits whose condition or impairment renders him unable to perform regular duties but who is not totally disabled shall be guaranteed a job in County service as a sworn officer with duties commensurate with his rank and within limitations imposed by medical or physical conditions until he is eligible for an unreduced pension under the Florida Retirement System.

b) Anyone qualified for these benefits whose condition or impairment renders him totally disabled shall be eligible for benefits as defined in Section 2-56.24 of the Code of Miami- Dade County until such time as he is sufficiently recovered to resume employment as defined in (3) (a) or becomes eligible for an unreduced pension under the Florida Retirement System.

4) EXCLUSIONS

Nothing herein shall be construed to extend or otherwise affect the provisions of Chapter 440, Florida Statutes, pertaining to Workers' Compensation, and Section 2-56.27.1 of the Code of Miami- Dade County, pertaining to short term disability leave benefits.

5) ADMINISTRATION

Determination of eligibility and benefits under this Section shall be vested in the Long Term Disability Panel.

The provisions of Article 16 Section G shall be effective October 1, 1986.

ARTICLE 17 TOXICOLOGY AND ALCOHOL TESTING

The County and the Association recognize that employee substance and alcohol abuse can have an adverse impact on Miami-Dade County government, a Department's operations, the image of County employees

and the general health, welfare, and safety of the employees, and the general public.

The Departments shall continue to have the right to require Toxicology and Alcohol Testing as part of any physical examination provided in accordance with the provisions of Article 16 Health Services.

The Department(s) shall also have the right and authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The Department(s) agree that requiring employees to submit to testing of this nature shall be limited to circumstances that indicate reasonable suspicion to believe that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the Miami-Dade County Personnel Rules, or Departmental Rules and Regulations regarding the use of such substances.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing be approved by the concerned Division Director, or higher authority within the Department to ensure proper compliance with the terms of this Article.

The County, guided by the most recent research in toxicology, will select the appropriate tests(s) to be used. If an employee tests positive, a second confirmatory test on the original specimen must be administered in a timely manner to verify the results before administrative action is taken. The County shall make a reasonable

effort to provide employees with the results of a positive test within 72 hours of providing the specimen. However, failure to comply with this 72 hour notification provision shall not preclude the County from utilizing the positive test results in any administrative or disciplinary action up to and including dismissal as deemed appropriate in accordance with the applicable provisions of County Administrative Orders, the County Code, the Miami-Dade County Personnel Rules, and Departmental Rules and Regulations. All tests will be conducted in approved laboratories using recognized technologies.

All disputes arising out of the implementation of this article will be pursued under Article 3 of the agreement.

The results of such tests may result in appropriate disciplinary action, up to and including dismissal, in accordance with the applicable provisions of the Code of Miami-Dade County, the Miami-Dade County Personnel Rules and Departmental Rules and Regulations. Employee refusal to submit to toxicology or alcohol testing in accordance with the provisions of this Article may result in disciplinary action up to and including dismissal, in accordance with the applicable provisions of the County Code, the Miami-Dade County Personnel Rules and Departmental Rules and Regulations.

#### ARTICLE 18 PROMOTIONAL EXAMINATIONS AND POLICIES

A. The County will continue its program of validating promotional examinations.

B. The County will announce promotional examinations at least ninety (90) days in advance of the written test date. The County shall list the areas which the examinations will cover, the sources from which the examination is drawn will be posted by the County, and all such reference material and sources will be made available to eligible candidates for study purposes. Eligibility to sit for promotional examinations shall be based on an employee's status on the date the written portion of the promotional exam is administered.

The County shall continue to have the right to affect revisions in promotional examination/screening procedures and criteria. The County will meet with representatives of the Association in conjunction with the promotional examination announcement provided by the terms of this Article for the purpose of discussing the testing procedures and scoring methodology to be utilized in the upcoming promotional examination process. Additionally, either party may request a meeting at any time to discuss this subject matter or related topics.

C. If the identification of a source is critical to the answer of a test question, the source shall be given in the body of the question.

D. Any request of management for an employee to remove himself from a promotional list shall be made to the employee in writing only, with a copy to the County Employee Relations Director.

E. Employees interviewed for promotions, other than those evaluated by the Assessment Center, will be afforded an opportunity to discuss the results of their promotion review panel interview. Application for such discussion will be made to the Chairman. Employees evaluated by the Assessment Center for promotion will be afforded an opportunity to review the results of their assessment session with Assessment Center staff personnel. Application for such review will be directed to the Assessment Center Commander.

F. The department will fill promotional vacancies prior to the expiration of an existing eligible list; however, this provision may be waived in the event of budgetary constraints or manpower shortages.

G. The parties agree that promotional eligibility lists during the duration of this Agreement shall not exceed two (2) years from the date of certification by the Employee Relations Department unless otherwise agreed.

#### ARTICLE 19 SAFETY STANDARDS EQUIPMENT AND SUPPLIES

A. The parties acknowledge that law enforcement and corrections and rehabilitation is, by its very nature, a hazardous occupation and employees understand that the nature of the job environment exposes them to hazardous conditions. The County will make a reasonable effort to ensure that its equipment, working conditions and the job environment will not jeopardize the health or safety of employees. Nothing in this Article limits the management rights expressed in

Article 5. Employees will make a conscientious effort to maintain a safe working environment.

B. The County will make a reasonable effort to ensure that equipment it purchases will not jeopardize the health or safety of bargaining unit employees and will be adequately maintained. Within the limitations imposed by the performance of duty, employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner, as well as to insure equipment is inspected and not subject to abuse.

C. Upon request, Dispatchers and Police Complaint Officers will be provided escorts or a suitable alternative security to and from parking areas during hours of darkness.

D. Dispatchers and Police Complaint Officers will receive two (2) fifteen (15) minute rest breaks during each shift, in addition to one (1) forty (40) minute meal break.

E. The County will provide sanitizing equipment for all telephone communications equipment in the Communications Bureau at the beginning of each shift.

1. If necessary a professional exterminator will be employed by the County to exterminate the communications center twice a month.

2. An operable microwave oven will be provided in the regional communications center kitchen for the preparation of meals by

Miami-Dade Police Department and Fire Department personnel exclusively.

F. No Dispatchers or Police Complaint Officers will be required or allowed to man the Mobile Communications Command Van in times of disaster, riot, hazardous or emergency conditions in the absence of sworn personnel.

G. The County agrees to provide all sworn officers assigned to police operational duties a handheld radio during their tour of duty if, based upon reasonable standards established by the department, the assignment requires the officer to be so equipped.

H. The County will provide all employees in the following classifications who desire bullet proof vest protection with an approved bullet proof vest:

Police Officer

Police Sergeant

Police Technician

Aircraft Operator

Court Service Officer 1 & 2

(1) Vests will be made available to Corrections Officers used to transport prisoners.

(2) Vests will be made available to Fingerprint Technicians 1 and 2 and Police Photographers prior to being assigned to work locations wherein a vest would be appropriate.

(3) The County will provide for the replacement of bullet proof vests which become unsafe or dysfunctional under normal use. The program will involve at the County's option, either a County supply and issue system or a reimbursement plan for cost of purchase upon presenting a receipt, or proof of purchase from a list of approved vests prepared by the Miami-Dade Police Department. The wearing of the vest will be at the option of employees during normal working conditions.

(4) Both parties agree that the intent of this section is to provide protection to personnel involved in the day-to-day mission of law enforcement. To clarify the intent, it is agreed that all vests purchased for personal use will be of a type that is designed to be worn under the standard uniform and in a manner which projects a neat appearance.

(5) For informational purposes, prior to accepting a formal bid for bullet proof vests from a qualified vendor, the County will provide the Association with a reasonable opportunity to review submitted bids.

I. The Miami-Dade Police Department will provide a toll free number to its facilities to be used by operational employees for official calls.

J. All Correctional Officers will be issued handcuffs with a case. The Corrections and Rehabilitation Department will continue to acquire equipment which will include leather accessories, riot

shields, rain gear, two way radios in vehicles and tear drop emergency lights for vehicles.

K. The Miami-Dade Police Department will issue speed loaders to sworn personnel with each Department issued revolver.

L. When transporting prisoners out of Miami-Dade County, Corrections Department personnel will be provided with a safe and serviceable vehicle in good operating condition.

M. Bargaining unit employees shall be eligible to apply for a concealed weapons permit pursuant to the provisions of the Florida State Statutes.

N. Under certain conditions as sanctioned by the Miami-Dade Police Department Director, bargaining unit members may be permitted to carry, while on duty, other than issued firearm.

(1) Employees utilizing a Department approved personally owned weapon for qualification or training will be allowed to utilize available departmental ammunition that is adaptable to the personally owned weapon. In no case will the department be required to procure ammunition that is not otherwise available for firearms training and qualification.

(2) If the Miami-Dade Police Department requires that specialized weapons be required for training and qualification purposes, it will provide ammunition.

(3) The Miami-Dade Police Department will allow the Ordnance Technician within his workload constraints and ability, to provide the labor for repair of Department approved personally owned weapons. Any parts required for such repairs will be furnished by the employee at their expense.

(4) The Miami-Dade Police Department and the bargaining unit recognize the importance of officers being equipped with firearms appropriate to their assignments. Toward this end, the Department will continue to study the suitability of semi-automatic weapons for uniform service.

O. The County agrees to review and may approve requests for reimbursement of damages to the personal vehicles of sworn law enforcement officers that occurs in the line of duty and in accordance with department policy while actually engaged in the apprehension of criminal subjects. Such requests that are approved by the Department will be forwarded for consideration to the Director of the County's Risk Management Division. The decision of the Risk Management Division Director shall be final and not subject to review as a grievance or further appeal. In the event the claim for reimbursement of damages is denied, the affected employee may request to meet and discuss with the department or GSA Risk Management Division the reasons for such denial.

ARTICLE 20      SENIORITY

A. Seniority, for other than layoff and retention score computation, shall consist of full time, continuous paid County service by classification. Seniority shall be computed from the date of appointment. Employees possessing equal time within a job classification shall have seniority ties broken by utilizing the following criteria in order:

1. Total aggregate time within the Department.
2. Total aggregate time within the division.
3. Total aggregate time within the bureau or district.
4. Drawing lots.

Seniority shall accumulate for promotions within the same department and during paid absences because of illness, injury, vacation, military leave or other authorized leave.

B. Vacations for each calendar year shall be drawn by employees on the basis of seniority preference. Within operational needs of the department scheduled vacations will be honored despite the transfer of the employee.

C. Permanent employees may request assignment to vacant shift positions. Whenever possible within the needs of the department, as determined by the unit commander, seniority will be considered in shift selection among employees. This Section will not alter the present rotation system.

D. In the event of a vacancy in any division or unit (not promotional vacancy), seniority will be considered. Employees have the right to an interview with the unit commander to be informed of the reasons they were not selected.

E. Provided operational needs have been met, seniority in rank will be considered in the assignment of days off.

F. Employees shall be laid off, or "bumped downward" in accordance with seniority on the job and all performance ratings on file as provided in the County retention list procedure, Department-wide. It is understood by the parties that probationary employees shall be laid-off first.

G. Probationary employees in entry level positions are not entitled to provisions of this Article.

#### ARTICLE 21 HOLIDAYS

A. The following shall be recognized County holidays:

New Year's Day

Martin Luther King's Birthday

Presidents' Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Employee's Birthday

\*A Floating Holiday

\*(This holiday is to be taken at the mutual convenience of the employee and the Department.) The Department may require as much as four (4) weeks notice of the employee's desire to utilize this holiday. This holiday is not compensable upon termination and cannot be accrued or transferred from one fiscal year to the next. Employees with less than four (4) months County service shall not be eligible to use this holiday.

Christmas and New Year's Eve - When the day immediately preceding Christmas Day and/or New Year's Day falls on a week day (Monday through Friday) and is a normal work day, employees required to work on that day, who are not required by the Department Director for the full day, may be allowed a half day off with pay. This shall not be considered a holiday and employees not receiving time off under this provision will not be entitled to compensatory time off or pay.

Employees on annual or sick leave on this day will be charged for a full day. Employees required to work on these days who cannot be excused for a half day by the departments, shall receive equivalent administrative leave prior to the following April 1st. No employee shall be entitled to pay for such administrative leave if it is not utilized.

B. Holiday Leave:

1. Holiday leave shall be a term used to credit employees who are required to work on a holiday. Holiday leave may be used for the same purpose as annual leave and is payable upon separation.
2. Holiday leave can be accrued to a maximum of four (4) standard work weeks (160 hours) for those employees designated as non-job basis by the Pay Plan.
3. All employees shall be paid for outstanding holiday leave at the time of separation. Such payment shall be at the employee's current rate of pay (except that night shift differential shall not be included in determining pay rate).
4. Holiday leave shall be credited to job basis employees on an hour for hour basis. Holiday leave shall be credited to non-job basis employees as outlined in parts 5,6, and 7 of this section. Non-job basis employees shall have the option at the time holiday leave is earned of either being paid in cash or accruing the holiday leave.
5. Employees required to work on a holiday which falls on a regular scheduled day off shall receive twelve (12) hours holiday leave and time and one-half for all hours worked on the holiday.
6. When a holiday falls on a regularly scheduled day off and the employee does not work, he/she shall receive eight (8) hours holiday leave.

7. Employees who work on holidays falling on regularly scheduled work days shall receive hour for hour holiday leave, or straight time pay for each hour worked to a maximum of eight (8) hours.

8. Employees who regularly work 4/10 hour days per week shall receive fifteen (15) hours of holiday leave under part 5 above, and ten (10) hours of holiday leave under part 6 and 7 above.

9. The County shall have the authority to determine and schedule the actual day on which a County recognized holiday will be observed. Holidays falling on Saturdays are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed on the following Monday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

## ARTICLE 22 LEAVE

A. Sick leave: The County shall grant ninety-six (96) hours of sick leave for each year of continuous service. That portion of an employee's first forty-eight (48) hours that are unused at the end of his leave year shall be added to his annual leave. The unused part of the balance of forty-eight (48) hours shall be accumulated without limit in a sick bank to be used after current sick leave is exhausted.

B. Employees may accrue annual leave up to a maximum of 500 hours.

C. Funeral Leave: Three (3) days of emergency funeral leave with pay shall be granted in the event of a death in the immediate family provided that the employee actually attends the funeral. Immediate family is defined as spouse, children, grandchildren, mother, father, sister or brother, mother-in-law, father-in-law, grandfather, grandmother, or upon proof of any person in the general family living within the same household. Should an employee require additional time other than provided herein, he may request that funeral leave be extended an additional work day and charged against accrued compensatory time. Such request, if made as part of the original leave request, shall not be denied. Emergency requests for such extensions, arising during funeral leave shall be granted by the Department whenever possible.

D. When, in the opinion of the Department Director, a probationary employee is unable to perform the full duties of a position because of some disabling factor, not job connected, the employee may be placed back on the eligible list, and re-employed when a vacancy exists when recovered from the disability. If the probationary employee holds permanent status in a lower classification, the duties of which the employee may fully perform, the employee may be temporarily demoted to that position, if a vacancy is available. No other employee shall be "bumped." The above procedure shall also apply to personnel unable to perform their job duties due to pregnancy.

E. Sick Leave Accumulation and Conversion:

1. Present sick leave use, accrual and conversion rules to remain in effect.

(a). Sick leave earned at the rate of one (1) day per month (96 hours per year).

(b). Conversion of unused portion of sick leave days 1 through 6 to Annual Leave.

(c). At the end of each employee's leave year, the unused portion of sick days 7 through 12 are placed in the Sick Leave Bank and may be accrued without limit.

(d). Employees who retire or resign from County service will be eligible to receive payment for up to a maximum of 1,000 hours of accrued unused sick leave at the employees' current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

Less than 10 years	No payment
10 years but less than 11 years	25% payment
11 years but less than 12 years	30% payment
12 years but less than 13 years	35% payment
13 years but less than 14 years	40% payment
14 years but less than 15 years	45% payment
15 years but less than 16 years	50% payment
16 years but less than 17 years	55% payment
17 years but less than 18 years	60% payment
18 years but less than 19 years	65% payment
19 years but less than 20 years	70% payment
20 years but less than 21 years	75% payment
21 years but less than 22 years	77.5% payment
22 years but less than 23 years	80% payment
23 years but less than 24 years	82.5% payment
24 years but less than 25 years	85% payment
25 years but less than 26 years	87.5% payment
26 years but less than 27 years	90% payment
27 years but less than 28 years	92.5% payment
28 years but less than 29 years	95% payment

29 years but less than 30 years	97.5% payment
30 years or more	100% payment

Special risk employees who retire after 21 years of full-time continuous County employment are subject to the following schedule:

21 years but less than 22 years	80% payment
22 years but less than 23 years	85% payment
23 years but less than 24 years	90% payment
24 years but less than 25 years	95% payment
25 years or more	100% payment

All such payments described above are based on years of full-time continuous County employment with a maximum payout of 1,000 hours of accumulated sick leave.

Special Risk Sworn Law Enforcement employees who retire after 25 years of full time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the employee's current rate of pay at the time of retirement excluding any shift differential, and will not be subject to any maximum number of hours.

Non-Special Risk employees who retire after 30 years of full time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the employee's current rate of pay at the time of retirement excluding any shift differential, and will not be subject to any maximum number of hours.

F. Police Officers, Police Sergeants, Correctional Officers, Correctional Corporals, and Correctional Sergeants killed in the

line of duty or who are approved for in line of duty disability retirement by the Florida Retirement System, as provided in Florida State Statutes, Chapter 121, shall receive 100% of their accrued sick leave paid at their current rate of pay at time of death or disability retirement excluding any shift differentials.

G. Employees will be permitted to donate accrued annual, holiday or compensatory leave to another bargaining unit employee in accordance with the following provisions:

1. The concerned Department has already established an Earned Leave Pool in accordance with the provisions of the Miami-Dade County Leave Manual.
2. Employees must be members of the Earned Leave Pool and have first exhausted all benefits of the Earned Leave Pool.
3. The Department may collect donations from employees of leave (annual, holiday, compensatory) designated for a specific sick employee who has been paid Earned Leave Pool benefits.
4. Leave collected is converted to dollars and paid to sick employee as directed, but not to exceed an additional 90 days of benefits after completion of Earned Leave Pool benefits.
5. There is no limit on the number of hours any employee can contribute.

6. Excess donations which cannot be paid in benefits to the designated sick employee will be added to the department's Earned Leave Pool.

ARTICLE 23      MILITARY LEAVE

A. Reserve Training: Any employee who is a member of the Armed Forces Reserve or of the National Guard will be granted military leave not to exceed seventeen (17) working days once every fiscal year after presentation of official orders and submission of a Leave Request. The employee shall receive pay for the number of working days occurring in the seventeen (17) day period, according to his regular work schedule.

B. Active Duty During Peacetime: Employees who enlist in the Armed Forces during peacetime are not eligible for military leave. They are entitled to re-employment with the County within ninety (90) days of their release from active duty with an honorable discharge without loss of benefits or seniority. The reinstated employee will not accrue merit increases during the absence.

C. Any member of a Reserve component of the Armed Forces of the United States who enters upon active duty (other than for the purpose of determining physical fitness and other than for training) or whose active duty is extended during a period when the President is authorized to order units of the Ready Reserve or members of a Reserve component to active duty shall be eligible for military leave benefits (pay for the number of working days, according to the

employee's regular work schedule, occurring during the first thirty (30) calendar days of military leave).

D. Upon returning from military leave, employees will be reinstated to the same step of the pay plan at which they were situated at time of leave of absence. Thus, employees on military leave will receive any general salary adjustments that were granted during their absence to their job classification. Time served by employees on Military Active Duty Leave will be credited toward merit and longevity increases, longevity annual leave, longevity bonus, layoff retention rights and seniority credit for promotional examinations.

E. Active Duty During Wartime: An employee who enters the Armed Forces during a period of war between the United States and a foreign government or who is called to active duty in the Armed Forces or National Guard during wartime, shall be granted military leave for his period of military commitment. Upon presentation of official orders, such an employee shall receive pay for the number of working days, according to his regular work schedule occurring during the first thirty (30) calendar days of military leave.

An employee granted an extended military leave may elect to be paid for accumulated annual leave.

F. Employees may request, in writing to their supervisors, adjustment of their schedules for a military weekend drill. Such requests shall be submitted at least fourteen (14) days prior to drill date. Determinations under this Section are not grievable or

arbitrable but the employee may request a review by the Division Chief.

ARTICLE 24      INJURIES

A.    When a bargaining unit employee is injured in the line of duty directly as a result of being actively engaged in the arrest of law violators, or while assuming physical custody and control of inmates and performing his/her duties in accordance with departmental policy, provided the employee is not determined by the County to have been negligent or careless in the performance of duty, may be eligible for an additional thirty (30) day disability leave period, beyond the 240 day disability leave program now in effect, provided the employee undergoes a medical evaluation by a physician selected or approved by the County to determine the employee's ability to return to work. This benefit eligibility shall not otherwise alter the provisions of Section 2-56.27.1 of the Code of Miami- Dade County.

B.    Survivors Benefits

The County will continue its accidental death insurance program in consultation with the P.B.A. in order to provide additional coverage for employees on a system of matching contribution. The County will not be obligated to match more than \$46, annually. Moreover, effective October 1, 1986 this program will be open to non-sworn bargaining unit employees except that non-sworn employees will be required to make the entire contribution in order to be eligible for these benefits.

C. The County agrees to pay reasonable expenses up to a maximum of \$5,000 for burial expenses for Police Officers and Correctional Officers killed in the line of duty.

ARTICLE 25     ACTING RANKS

Any employee who is officially designated by the unit supervisor to act in a rank higher than his permanent rank and actually performs said duties shall receive a one-step increase provided the tenure of service in the acting rank is a minimum of five (5) consecutive work days.

ARTICLE 26     CALL BACK, COURT TIME, AND SPECIAL EMERGENCIES

This Article shall be read in accordance with Article 28.

A. CALL IN (Prior to Scheduled Shift) or CALL BACK (Return from Scheduled Shift) on a Regularly Scheduled Work Day.

When the Department requires employees to report for work not contiguous to their regularly scheduled shift, a minimum of four (4) hours compensation is guaranteed at the overtime rate.

B. Shift Extension

When the Department requires employees to report for work contiguous to their regularly scheduled shift, employees will be compensated at the applicable rate of pay (straight or overtime) per Article 28.

C. CALL BACK on Day Off

When the Department requires employees to report for work on their day off, a minimum of four (4) hours compensation is guaranteed at the straight time rate.

D. CALL BACK During Holiday, Annual or Sick Leave

When the Department requires an employee to report for work on holiday, annual, or sick leave days a minimum of four (4) hours compensation is guaranteed at the overtime rate. Every attempt should be made by supervisors to not call back employees on holiday, annual or sick leave days unless under genuine emergency conditions.

E. Emergency CALL BACK on Day Off

When the Department requires employees to report for work on a regular day off due to riot, hurricane or any other emergency declared by the County Manager or his agent, employees will be compensated at the overtime rate.

F. Manpower Utilization

Since an employee is guaranteed four (4) hours of pay on call back, the County has the inherent right to utilize employees for the full time of the guarantee. Supervisors may, in their discretion as a convenience to employees, permit employees to leave work prior to the expiration of the guarantee period if the job assignment has

been completed and no further assignments within the time period are foreseen. However, the employee continues on the clock until the end of the guarantee period (four (4) hours), and any other call back during this period would not be a separate call back qualifying for a separate guarantee.

G. "ON-CALL" Status

1. Definition - "On-Call" status, for the purpose of Section G, shall be defined as that time when an employee is subject to call on a regular day off, on a preassigned basis, and expected to respond to duty.

2. The guarantee contained in this section shall only apply to assignments within the definition of subsection CALL BACK on Day Off - When the Department requires employees in an "on-call" status to report for work on a day off, a minimum of four (4) hours compensation is guaranteed at the overtime rate. Any time worked beyond the four (4) hours minimum will be compensated at the overtime rate.

H. Court Time

When the Department requires employees to appear in court more than sixty (60) minutes before or after their regularly assigned shift, the employees will be compensated at the overtime rate.

Additionally, the following minimums apply:

1. Employees whose shift ends between 6:00 a.m. and 9:00 a.m., and are required to attend court between 8:00 a.m. and 10:00 a.m. will be guaranteed a four (4) hour minimum at the overtime rate.
2. Employees assigned to shifts other than described above in subsection 1 will be guaranteed a four (4) hour minimum at the overtime rate. Employees whose court time occurs more than 60 minutes but less than 240 minutes prior to the commencement of their regular work shift will be eligible for the minimum guarantee.

I. Court Time/Shift Extension

When the Department requires employees to appear in Court sixty (60) minutes or less, either before or after their regularly scheduled shift, this period of time will be considered a shift extension and the employees will be compensated at the overtime rate.

J. Shift Definition

A work day commences with the beginning of a shift and normally extends for 24 hours. An exception to this is when an employee's shift changes in that 24 hour work day period. An example would be when an employee has been working the 7:00 a.m. to 3:00 p.m. shift and a shift change is made to 11:00 p.m. to 7:00 a.m. Eight (8) hours has elapsed from the end of the original shift and the new 24 hour work day period will begin at 11:00 p.m., that evening. No overtime would be paid for that second eight (8) hour shift even though the new shift is during the original 24 hour day.

K. The Underwater Recovery Unit will not be assigned to standby duty except under emergency situations.

L. Employees shall not place themselves in an overtime status without the express approval of a supervisor, except under emergency conditions, or as otherwise provided by departmental policy.

ARTICLE 27 OFF REGULAR DUTY LAW ENFORCEMENT SERVICE

A. Off duty pay rates for bargaining unit personnel shall be provided for by Miami- Dade County Code Section 2-56.2 and 2-56.4, and by Administrative Order No. 7-15.

For each hour, or fractional part thereof, of service rendered to a permittee authorized with section 2-56.1 et. seq. of the Code of Miami-Dade County, Florida, the employee shall be paid the following rates effective upon ratification of this Agreement:

Court Service Officers 1, and Correctional Officers at the rate of \$14.00 per hour.

Court Service Officers 2, and Correctional Corporals at the rate of \$16.00 per hour.

Police Officers and Correctional Sergeants at the rate of \$18.00 per hour.

Police Sergeants at the rate of \$20.00 per hour.

Should the officers and permanent permittee so agree, a lesser rate is authorized provided that such rate is not less than one dollar and fifty cents (\$1.50) per hour less than the above rates.

The minimum charge for any permit services shall be the amount applicable for three (3) hours under the aforesaid method of computation.

Hourly charges for permit assignments shall apply from the starting location and time agreed by the permittee and issuing authority, inclusive of destination time for permit service execution, and exclusive of travel time required for assignment reporting and/or arrival at subsequent destinations following completion of said permit services.

In addition to the amount paid the employee, the County will charge the permittee a surcharge of thirty-five (35%) percent of the amount paid to the employee. The County may increase or decrease the surcharge as it deems necessary in its discretion.

B. The Department is responsible for collecting monies for permit services, and in no instance shall the officer performing said duties be required to assist in the collection of permit fees and charges. Law enforcement personnel performing off duty services shall be fully compensated on the paycheck for the pay period during which those assignments were worked or no later than the following pay period.

C. An employee may not accept an off duty assignment to a rank inconsistent with his on duty rank or classification, unless no employee of the requested rank, within the district, is available for said assignment. An employee promoted shall be allowed to remain employed by a permittee in a continuing off duty assignment as long as they continue to meet Department requirements. Employees involuntarily transferred shall be allowed to continue such employment, if he remains qualified, for a period of one (1) year following the transfer.

D. Except in emergency circumstances Reserve Officers shall not be utilized to circumvent off duty or overtime employment for employees. Reserve officers may be used to augment assigned on or off duty officers where circumstances require.

E. Employees may volunteer to participate without compensation in a licensed and approved charity activity. This shall not constitute off duty work as defined by County Code. Employees may not be involved in the direct solicitation of funds. Permission for this activity must be obtained from the Department. Such permission shall not be unreasonably withheld.

F. Personnel assigned to off-duty law enforcement jobs shall be fully protected in case of line of duty injury during such assignment by Workmen's Compensation and County disability leave coverage.

G. Employees in the classifications of Police Officer and Police Sergeant who work off duty during a football game held at Pro Player

Stadium, with an attendance of 40,000 or more patrons, will be eligible to receive a \$3.00 per hour pay supplement.

ARTICLE 28 OVERTIME COMPENSATION

A. Work Week

The work week of bargaining unit employees shall be forty (40) hours of work. All work authorized to be performed by non-job basis employees in excess of the normal work day eight (8) hours of work per day or forty (40) hours of straight time work per week, shall be considered overtime work. Time in pay status with the exception of annual and sick leave shall be termed "hours worked."

B. Overtime Compensation

Overtime, as defined above, shall be paid for at the rate of one and one-half (1 1/2) times the applicable hourly rate of pay, or the employee shall have the choice of receiving compensatory time. Compensatory time may be accrued to a maximum of one hundred and twenty (120) hours.

C. The County guarantees that work schedules will not be changed or altered in any manner to avoid payment of overtime. Assigned training shall be excluded from this provision.

D. Any time an overtime authorization and/or leave request is disapproved or changed, the employee concerned will immediately receive a copy of such disapproval or change.

- E. This article is intended to be construed only as a basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day or per week.
- F. There shall be no overtime compensation accrued for normal shift rotation.
- G. The Department will attempt to schedule firearms qualification and physical examinations during regular duty hours.
- H. Employees who perform off-duty work which is outside the scope of their job description shall not have such work considered as hours worked in the employees current job classification. Rather such employees shall be paid at a rate commensurate with the level of duties and responsibilities of the off-duty work as determined by the County.

ARTICLE 29 TRAVEL REIMBURSEMENT

When it is necessary for an employee to use his private vehicle to enable him to perform assigned duties, such as to attend court on County business, he shall be reimbursed mileage in accordance with Administrative Orders, to the maximum amount permissible under Florida Statutes. Employees will be reimbursed for tolls and parking in accordance with Administrative Order.

ARTICLE 30     RETIREMENT BENEFIT

A. Each employee who retires on length of service or medical disability shall receive his issued badge (encased in plastic or some other suitable material), and identification card clearly marked "retired."

B. Employees who retire on disability provisions shall be guaranteed their longevity bonus if they complete any portion of a year in which they would normally be eligible.

C. Employees in the job classifications of Police Officer, Police Sergeant, Correctional Officer, Correctional Corporal, and Correctional Sergeant or any other bargaining unit classification requiring a state certified law enforcement officer who are approved for In-Line-of-Duty Disability Retirement by the Florida Retirement System, as provided in Florida State Statutes, Chapter 121, or who are permanently and totally disabled in the line of duty and specifically approved by the County's Long Term Disability Panel in accordance with the provisions of 2.56 of the Dade County Code and this paragraph shall, upon request, become eligible to continue to receive the County's contribution for group health insurance premiums as provided in accordance with Article 50, Group Health/Life Insurance of this Agreement until the employee reaches age sixty-five (65). Additionally, the County will provide the eligible employee who is permanently and totally disabled in the line-of-duty with premium payment for the continuation of their existing dependent health coverage, in effect at the time of the incident which caused the disability, in a County approved group

health plan until the employee reaches age sixty-five (65). The decision of the disability panel with regard to this benefit shall be final. The employee will direct this request, in writing, to the County's Risk Management Division, Group Insurance Supervisor. Benefit eligibility shall become effective after receipt of appropriate request by the Group Insurance Supervisor and shall not be applied retroactively. Benefit eligibility shall cease upon the employee reaching age sixty-five (65).

D. The County will provide an annual contribution of \$350,000 to the Police Benevolent Association's retiree health insurance program to be paid in January 2003, January 2004, and January 2005.

#### ARTICLE 31 SPECIAL WAGE PROVISIONS

##### A. Pay Advances

An employee may request his vacation pay checks in advance of his scheduled annual leave by submitting a request in writing to the Department payroll office at least three (3) weeks prior to starting annual leave.

##### B. Back Pay

An employee shall be entitled to recover, as soon as possible, without penalty to the County, funds due him by reason of errors in the implementation or administration of the County Pay Plan and other applicable regulations affecting pay.

C. Entrance Pay Rates

For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications, except Police Sergeant, Correctional Corporal, and Correctional Sergeant, shall be pay step 1 of the appropriate pay range provided in the Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. Nothing herein shall preclude the County from continuing to approve intermediate pay requests based upon relevant experience in accordance with established County compensation procedures.

D. Longevity Bonus

The annual longevity bonus payments will be paid in accordance with the following schedule:

<u>Years of Completed Full-time Continuous County Service</u>	<u>Percentage Payment of Base Salary</u>
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%

26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

ARTICLE 32      CORRECTIONS AND REHABILITATION EMPLOYEES

A. Effective January 1, 1983 the County agrees to provide Workers' Compensation coverage to Correctional Officers on a portal to portal basis.

This coverage will apply to any substantiated injury sustained while going to or coming from work at their regular duty location and while traveling the most direct route. The provisions of this section apply solely to Workers' Compensation benefits and does not represent any change in benefits provided under Section 2-56 of the Code of Miami- Dade County or to other disability benefits provided in this agreement. This coverage shall be restricted to only those injuries sustained within the geographical boundaries of Miami-Dade County. The provisions of this section are not subject to review as grievances.

A. The Labor/Management Committee as described in Article 49 will be available to the association for the discussion of employee concerns regarding conditions of work.

B. Correctional aides shall not be utilized to circumvent overtime employment for regular Corrections Department officers. Employees who submit off-duty work requests pursuant to County Administrative

orders will not be denied permission to work solely on the basis that the off-duty work requires carrying a firearm.

C. Upon satisfactory completion of the training academy they will be placed at the entrance pay step of the classification and will then serve a one year probationary period.

D. The Corrections and Rehabilitation Department recognizes that providing corrections and rehabilitation services can be a stressful environment. Therefore, the Department shall use reasonable efforts to develop an appropriate psychological services unit to assist employees experiencing stress related problems during the term of this Agreement.

#### ARTICLE 33 UNFAIR PRACTICES

A. It shall be an unfair practice for the County or its representatives to:

1. Interfere with, restrain, or coerce public employees in the exercise of rights granted in this collective bargaining agreement.

2. Dominate, interfere, or assist in the formulation, existence or administration of any employee organization, or contribute financial support to any organization.

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

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

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

1. Restrain or coerce any employee in the exercise of any rights granted under this Agreement, the County Personnel Rules, State law or any other rules or regulations.

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

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

C. Notwithstanding the provision of subsections A. and B., the parties' rights of free speech shall not be infringed upon and the expression of any arguments or opinions shall not constitute or be evidence of an unfair practice or of this Agreement provided such expression contains no promise of benefits nor threat of reprisal or force.

#### ARTICLE 34 PREVAILING RIGHTS

Unless specifically provided for or abridged herein, all benefits specifically authorized by the County or Department Director shall remain in effect under conditions upon which they have previously been granted.

Nothing in this agreement shall prevent the County from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits contained in this Agreement.

This Agreement shall not be construed to deprive any employee of any benefits or protections granted by the Laws of the State of Florida, ordinances of Miami- Dade County, excluding the budget ordinance, or Personnel Rules and Regulations of Miami- Dade County. Exclusion of the Budget Ordinance shall not adversely affect the benefits expressed in this Agreement.

ARTICLE 35 WAGES

First Year 2002-2003

Effective the beginning of the first pay period in July, 2003, all employees in bargaining unit classifications shall receive a four (4) percent (4%) wage increase.

Second Year 2003-2004

Effective the beginning of the first pay period in July, 2004, all employees in bargaining unit classifications shall receive a four (4) percent (4%) wage increase.

Third Year 2004-2005

Effective the beginning of the first pay period in July, 2005, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.

ARTICLE 36 PREMIUM PAY

Special assignment allowances shall be provided to bargaining unit employees as described below, after approval by the Department Director and the Director of the Employee Relations Department or as otherwise designated:

A. Law enforcement personnel regularly assigned to underwater search and recovery .....\$ 50.00 biweekly.  
Effective the beginning of the first pay period in July, 2003, this supplement will be increased to one (1) pay step.

B. Law enforcement personnel assigned to full time motorcycle patrol duty.....\$30.00 biweekly.  
Effective the beginning of the first pay period in July, 2003, this supplement will be increased to one (1) pay step.

C. Law enforcement personnel classified as Police Officers (occupational code number 4201) assigned to full time special investigative duties in the Internal Review Section or as authorized by the Director .....\$ 10.00 biweekly

D. Law enforcement personnel assigned full time or additional duties involving locating and removal of explosive materials .....\$70.00 biweekly.  
Effective the beginning of the first pay period in July, 2003, this supplement will be increased to two (2) pay steps.

E. All personnel who are required to wear a uniform will receive a maintenance allowance of .....\$300.00 annually.

F. Non-uniformed certified law enforcement personnel, when approved by the Miami-Dade Police Department Director or Director of Corrections and Rehabilitation are authorized an assignment allowance of .....\$550.00 annually.

G. Law enforcement personnel assigned to full time duties as observers in aircraft .....\$ 30.00 biweekly

H. Police Officers and Police Sergeants regularly assigned to operate aircraft who are not classified as Aircraft Operators shall receive..... \$200.00 biweekly.  
Effective the beginning of the first pay period in July, 2003, this supplement will be increased to three (3) pay steps.

I. Police personnel assigned to the Miami-Dade Police Department Special Response Teams will receive a \$50 biweekly supplement.  
Effective the beginning of the first pay period in July, 2003, this supplement will be increased to one (1) pay step.

J. All Police Officers certified as Field Training Officers will receive a one (1) step salary supplement for each pay period in which active training of forty (40) hours or more is performed.

K. All Dispatchers and Police Complaint Officers designated by the Department to train other employees will receive a one pay step biweekly salary supplement for each pay period in which active training of forty (40) hours or more is performed.

L. Fingerprint Technicians who must be certified to testify in court shall be reimbursed the \$75 certification fee.

M. Correctional Officers designated as Assistant Training Officers will receive a one (1) step differential.

N. Sworn bargaining unit employees, as defined by Chapter 943 Florida Statutes, shall receive hazardous duty pay in the amount of \$125.00 biweekly. In the event that during the term of this Agreement (October 1, 2002 to September 30, 2005) the County collective bargaining unit represented by the Dade County Association of Firefighters Local 1403 successfully negotiates an increase in the hazardous duty pay supplement, as provided under Article 6.16 of their current contract, the amount of that increase in the hazardous duty pay supplement shall be applied to this hazardous duty pay on the same effective date provided for in the Firefighters contract.

O. Bargaining unit employees who are not eligible for the hazardous duty pay specified in Section N shall receive a non-sworn law enforcement support specialty pay supplement of \$80.00 biweekly.

P. Miami-Dade Police Department employees in the Fingerprint Technician 2 classification who possess latent print certification from the International Association for Identification (IAI) will receive a one (1) pay step salary supplement.

Q. Sworn bargaining unit employees in the classifications of Police Officer, Police Sergeant, Correctional Officer, Correctional Corporal and Correctional Sergeant who possess and maintain certification by the State of Florida Department of Law Enforcement's (FDLE) Criminal Justice Training Commission will be eligible for a 4% pay supplement. Other sworn bargaining unit employees who possess and

maintain this certification as of July 10, 2001, are also eligible for this pay supplement.

R. Police Officers and Police Sergeants assigned by the Department to the Canine Unit as full-time dog handlers will be eligible to receive one (1) hour of compensation per day that is paid at the rate of one and one-half (1 1/2) times of pay step 5 of the Animal Care Specialist classification (OCC Code 1209) for the care and maintenance of their assigned dog.

S. Effective the beginning of the first pay period in July 2003, employees with permanent status in the classifications of Police Officer and Police Sergeant who are assigned to the Miami International Airport and who meet protocols and attain certifications established and maintained by the Department will be eligible to receive a one (1) pay step supplement.

#### ARTICLE 37 DIFFERENTIALS

Employees in the following classifications, as of October 1, 1976, shall continue to be eligible to receive Shift Differential Pay as provided in Section VI A. and B. of the 1975-76 Pay Plan.

Police Technician  
Fingerprint Technician 1 and 2  
Photographer  
Criminalist 1 and 2

Employees appointed to the above classifications subsequent to October 1, 1976, shall not be eligible for the above mentioned two (2) pay step night shift differential pay.

Employees in the bargaining unit classifications of Police Officer, Police Sergeant, and Correctional Sergeant will be eligible to receive a night shift differential of one (1) pay step for shifts that have the majority of work hours between 6:00 p.m. and 6:00 a.m. Additionally, such employees assigned to work a 2:00 p.m. to 10:00 p.m. shift will be eligible for this one (1) pay step night shift differential. Effective the beginning of the first pay period in April 2004, this differential will be increased by one (1) pay step to a total of two (2) pay steps.

Employees in the bargaining unit classifications of Police Technician, Fingerprint Technician 1, Fingerprint Technician 2, Photographer, Criminalist 1 and Criminalist 2, who were appointed to the classifications subsequent to October 1, 1976, and are not eligible for the two (2) pay step differential will be eligible to receive a night shift differential of one (1) pay step for shifts that have the majority of the work hours between 6:00 p.m. and 6:00 a.m. Additionally, such employees assigned to work a 2:00 p.m. to 10:00 p.m. shift will be eligible for this one (1) pay step night shift differential. Effective the beginning of the first pay period in April 2004, this differential will be increased by one (1) pay step to a total of two (2) pay steps.

Employees in the classification of Aircraft Operator as of October 1, 1976, shall remain in that class so long as they continue to perform

the duties of the classification. Police Officers assigned, subsequent to October 1, 1976, to operate aircraft shall retain the classification of Police Officer and receive the pay supplement provided in Article 36-H.

ARTICLE 38 GENERAL PROVISIONS

A. The Association agrees that there shall be no strike promoted, supported, or instigated by the Association. For the purpose of this section, a strike shall be defined as the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

B. The County agrees that there shall be no lockout of employees by the County during the period of this Agreement or as a result of any dispute with the Association.

C. Any employee who participates in or promotes a strike, work stoppage, picket line while working, slow down, sick-out, or

concerted failure or refusal to perform assigned work may be discharged or otherwise disciplined by the County or the Department.

ARTICLE 39      TRANSFERS, SCHEDULES AND SHIFT ROTATIONS

A. It shall be the right of the Department Directors to transfer employees between units within their Departments for reasons that will improve the effectiveness or efficiency of the Department in accordance with the provisions of this contract. However, when a transfer means a change in work hours or days off, the employee shall be notified in writing no less than fourteen (14) calendar days prior to the transfer in order to enable the employee to arrange for an orderly change. Such notice shall contain date, shift and location of new assignment. The fourteen (14) day notice may be waived upon consent of the employee or if the transfer is declared an emergency by the Department Director or Division Chief. An emergency shall be an unanticipated occurrence as a result of which a prompt transfer is necessary to avoid a substantial loss of Departmental effectiveness or efficiency.

B. Transfers shall not be utilized as disciplinary action.

C. A proposed schedule will be posted thirty (30) days prior to any regularly planned shift rotation. Any other schedule change or transfer will be posted fourteen (14) days prior. Thirty (30) or fourteen (14) days notices may be waived by consent or for emergencies. The Departments will routinely assign all shift schedules for a minimum of two pay periods with the understanding

that the needs of the Department may necessitate schedule changes during this period.

D. Except in an emergency situation, whenever a shift rotation or transfer occurs, employees will be entitled to at least eight (8) hours off-duty before returning to work. An employee may not be required to use their accrued leave time to satisfy the requirements of this section. Normally scheduled days off will not be altered to meet the requirements of this section. This requirement does not apply to an assignment effected at the employees request.

E. Schedules may be adjusted by the Department to allow for training to comprise the normal work week or day in place of the regularly scheduled shift.

F. Employees may, with the consent of their supervisor, request to exchange shifts among unit personnel. All exchanged shifts shall be in the biweekly pay period. No overtime or consecutive shifts shall result from the exchange.

G. Employees from the Miami-Dade Police Department assigned as instructors or staff to the Southeast Florida Institute of Criminal Justice may work the hours of the Institute as required to administer and deliver professional training. On a voluntary basis they may participate in the Institute's system of scheduling adjustment.

H. Employee medically evaluated as fit for light or limited duty will be assigned to tasks and work locations consistent with their ability to perform and departmental needs. Usually, the assignments

will be of such a nature that the employee will be utilized to augment the regular work force and not to displace those persons permanently assigned to the unit mission.

ARTICLE 40 EDUCATIONAL FACILITIES

The Departments will provide classroom space at no cost to local accredited institutions of higher education which make application to the Training Bureau to hold classes or seminars for employees of the Departments. When space is available such training areas will be provided at Department Headquarters and the various substations. Scheduling of said classes will be accomplished in a manner that will not interfere with the Departments operations.

ARTICLE 41 NON-DISCRIMINATION CLAUSE

A. No employee covered by this Agreement shall be discriminated against because of race, creed, national origin, religion, sex, marital status, age, association membership or association activity protected by law in accordance with applicable local, State and Federal Laws. The Association agrees to cooperate with the County in complying with Federal, State and local laws requiring affirmative action to assure equal employment opportunity. The County will inform the Association as to its participation in such efforts and programs and will furnish sufficient information to the Association to enable it to understand and evaluate the nature of the County's participation therein.

B. No employee shall be discriminated against due to the employees political affiliation.

ARTICLE 42 SEVERABILITY CLAUSE

If any provision, section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid by a court of competent jurisdiction the remainder of this Agreement shall not be affected by such invalidity and shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions. Furthermore, as provided by Florida Statutes, the parties agree to meet and discuss any provision, section, subsection, sentence, clause or phrase of this Agreement becoming invalid.

ARTICLE 43 VEHICLES

The County shall have the right and authority to determine the assignment of vehicles and to remove the assignment at its discretion. The Department Director shall have the authority to determine vehicle assignments external to normal shift assignment. Vehicle assignments are understood by the parties to be based upon operational necessity.

ARTICLE 44 COURT SERVICE OFFICER

A. The Miami-Dade Police Department will conduct a training session for all Court Service Officers which will include instructions on personal safety and methods of avoiding personal injury in connection with the performance of their duties.

B. If deemed appropriate by the supervisor of the units to which Court Service Officers are assigned, a police radio will be provided for specific assignments. Such approval shall not be unreasonably withheld.

ARTICLE 45 CAREER DEVELOPMENT TRAINING

The County will consider seniority in the assignment of officers to Career Development Courses.

Within operational needs, the County will allow schedule adjustments in conjunction with course attendance.

ARTICLE 46 DISABILITY RETIREMENT BENEFITS

A. Employees who retired under a Disability Retirement after 12/1/70, who have never applied for or been accepted into the County plan and have been refused disability benefits from the Florida Retirement System or who have been subsequently removed from the Florida Retirement System will be allowed to apply to the County disability system. Employees will have 90 days from being removed from the Florida Retirement System to apply to the Disability Panel in order to be eligible for consideration for the County's service connected Disability Program. Employees may request retroactive benefits to date of retirement. The decision of the disability panel will be final.

B. The County will provide assistance to help individuals who the County believes are certified as disabled to get into the Florida Retirement System program. This assistance will include legal representation through the State Retirement Commission appeal process.

C. Employees certified as disabled by the County long term service connected disability program who subsequently are denied disability benefits under the Florida Retirement System will receive legal representation through the appeal to the State Retirement Commission.

D. Management retains the right to amend the Service Connected Disability Program as long as the benefit levels are not reduced.

E. Employees found not disabled and who are fit and able to resume duty will be returned to work.

F. Resignation from the County service is not a prerequisite to applying for disability retirement benefits from the Florida Retirement System or the County's Service Connected Disability Program.

ARTICLE 47      DISABILITY LEAVE APPEAL

A. An employee who upon application for short term or long term disability leave as provided for by County Code shall have the opportunity to appeal the denial of such request.

B. The employee shall be given fourteen (14) days from date of receipt of the written denial in which to appeal said denial to the Employee Relations Director who shall schedule an informal hearing within thirty (30) working days. The employee may be represented at the hearing by a representative of his own choosing.

C. The Employee Relations Director's decision shall be final, subject to review by the County Manager upon the employee's request and shall not be arbitrable.

D. The County retains the right to make procedural changes in the Disability program that do not reduce the economic benefit levels nor affect the provisions described above.

ARTICLE 48 PERFORMANCE EVALUATION APPEAL

A. No employee will be denied a merit increase if their performance evaluation rating is satisfactory or better.

B. Any permanent employee who receives a performance evaluation rating of less than satisfactory may appeal the rating within fourteen (14) days to the Employee Relations Director. Employees shall not be eligible to appeal performance evaluations that are received while in a probationary status.

C. The Employee Relations Director will schedule an informal hearing to review the appeal. The hearing board will be comprised of three (3) supervisors selected by the Employee Relations Director from individuals outside the employee's department.

D. This hearing will be informal in nature and there shall be no right of cross examination, nor will a transcript be kept.

E. The findings of this panel will be final and binding on all parties.

F. The employees may be represented at the hearing by a representative of their own choosing.

ARTICLE 49 LABOR-MANAGEMENT COMMITTEES

A. The parties agree that there will be a Labor-Management Committee in the Miami-Dade Police Department as well as the Corrections and Rehabilitation Department. These Committees will be established within the following guidelines:

1. Five (5) members per party with management representatives designated by the department director. The Association will appoint representatives from classifications from within the bargaining unit.
2. The temporary chairman will serve as facilitator and be a professional member of the Labor Management staff.
3. Committees will meet on a quarterly basis (or more frequently if the parties agree) on County time at a mutually agreed to time

and place and meetings can be called at the request of either party by notifications to the Director of Labor Management.

4. The purpose of the meetings will be to discuss items of mutual concern regarding wages, hours, terms and conditions of employment.

5. Performance Based Compensation Projects - The Association agrees to work cooperatively with the County to develop and implement performance based compensation projects involving bargaining unit classifications. These performance based compensation projects shall be joint ventures, representing a collaborative effort between the County and the Association, to effect meaningful performance based productivity gains, that are designed to enhance the effectiveness and efficiency of the Department.

Either party shall have the right, at any time during the term of this agreement, to reopen the agreement with respect to Performance Based Compensation Projects. The County agrees that it cannot unilaterally implement changes which would conflict with the terms of this collective bargaining agreement.

ARTICLE 50 GROUP HEALTH/LIFE INSURANCE

A. The County agrees to contribute to the Association's group insurance program the same amount that it contributes to its own group health benefits/life insurance plan, provided that in no event

will the County contribute more than the actual cost of the program. The County will also continue to deduct amounts required in excess of the County's contribution to the Association plan from employee's paychecks and remit same along with the County contribution to the insurer.

B. Any member who desires to enter the County Group Insurance plan who has either withdrawn from the plan or not joined the plan in accordance with its terms shall be subject to the requirement of a physical examination at the employee's expense if an examination is required by the plan.

C. The parties agree that bargaining unit employees will be offered the opportunity to become members of a qualified Health Maintenance Organization pursuant to law and in accordance with all rules, regulations and procedures pertaining thereto prescribed by the County and the qualified Health Maintenance Organization.

D. The County's flexible benefits program will remain in effect during the term of this Collective Bargaining Agreement. The parties agree that all bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code.

E. Effective January 1, 1995, the County's new Point of Service/Managed Health Care Group Insurance Plan was implemented.

F. The County will provide a \$5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO or the individual practice association model HMO currently administered by AV-MED.

G. The County will provide a \$10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the group/staff model HMO currently administered by CAC-Ramsay Health Maintenance Organization.

H. The County will provide an annual \$400 contribution to the Flexible Benefits Plan paid in biweekly increments for County employees eligible for group health insurance or the Flexible Benefits Plan. Effective January 2003, this annual contribution will be increased by \$200.00 to a total of \$600.00. Effective January 2004, this annual contribution will be increased by \$200.00 to a total of \$800.00. Effective January 2005, this annual contribution will be increased by \$200.00 to a total of \$1,000.00.

I. Effective January 1, 1995, The County agrees to contribute to the Dade County Police Benevolent Association's Group Health Insurance plan the contribution paid for the 1993/1994 fiscal year or the amount of the County's contribution to its new Point of Service/Managed Health Care Group Insurance Plan, whichever is greater. However, in no event will the County contribute more than the actual cost of the program.

J. All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

ARTICLE 51 TERM OF AGREEMENT AND REOPENING

A. Upon ratification by the Association and approval by the Board of County Commissioners of Miami-Dade County, Florida, this Agreement shall be effective October 1, 2002 and shall continue in effect until September 30, 2005.

B. Either party shall have the right, during the term of this agreement to reopen this agreement with respect to Performance Based Compensation Projects.

C. In the event that during the term of this Agreement (October 1, 2002 to September 30, 2005) another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is greater than the wage increase provided for under Article 35 Wages, the Association will have the right to request the reopening of negotiations with respect to Article 35 Wages only.

D. Either party may require by written notice to the other not later than June 30, 2005 negotiations concerning modifications, amendments, and renewal of this agreement to be effective October 1, 2005.

This Agreement signed this 10th day of July, 2001.

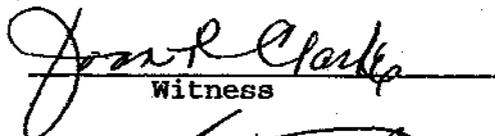
For the Police Benevolent Association (Rank & File)

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

  
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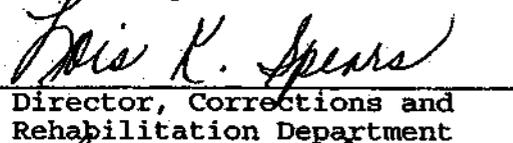
For Miami-Dade County

  
\_\_\_\_\_  
County Manager

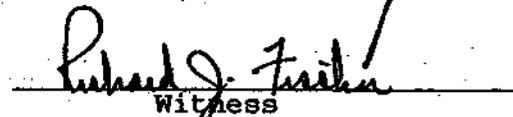
  
\_\_\_\_\_  
Director, Employee Relations Department

  
\_\_\_\_\_  
Dir. Labor Management and Employee Appeals Division  
Employee Relations Department

  
\_\_\_\_\_  
Director, Miami-Dade Police Department

  
\_\_\_\_\_  
Director, Corrections and Rehabilitation Department

  
\_\_\_\_\_  
Witness

  
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Witness

  
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Witness

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Witness

\_\_\_\_\_  
Witness

EXHIBIT 1  
BARGAINING UNIT EMPLOYEES  
PBA RANK & FILE

Aircraft Operator (4303)  
Animal Control Specialist (1205)  
Animal Control Supervisor (1206)  
Correctional Corporal (4503)  
Correctional Officer (4502)  
Correctional Sergeant (4504)  
Court Service Officer 1 (4308)  
Court Service Officer 2 (4309)  
Criminalist 1 (4245)  
Criminalist 2 (4246)  
Fingerprint Technician 1 (4235)  
Fingerprint Technician 2 (4236)  
Fire-Rescue Dispatcher (4121)  
Fire Rescue Dispatch Supervisor (4122)  
Ordnance Technician. (4243)  
Photographer (4270)  
Photographic Supervisor (4271)  
Police Complaint Officer (4323)  
Police Dispatcher (9618 Temp.)  
Police Dispatch Supervisor (4324)  
Police Officer (4201)  
Police Property Evidence Specialist 1 (4306)  
Police Property Evidence Specialist 2 (4307)  
Police Sergeant (4202)  
Police Technician (4233)

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STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

SS:

I, HARVEY RUVIN, Clerk of the Circuit Court in and for Miami-Dade County, Florida and Ex-Officio Clerk of the Board of County Commissioners of Said County, Do Hereby Certify that the above and foregoing is a true and correct copy of Resolution No. R-796-01 adopted by said board of County Commissioners at its meeting held on July 10, 2001.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 12 day of September, A.D. 2001.

HARVEY RUVIN, Clerk  
Board of County Commissioners  
Dade County, Florida

By *Joseph P. Blunt*  
Deputy Clerk



Board of County Commissioners  
Miami-Dade County, Florida

