Memorandum

MIAMI-DADE COUNTY

Date:	July 6, 2016
To:	Honorable Chairman Jean Monestime and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Approval of 2014-17 Collective Bargaining Agreement Between Miami-Dade County and the Dade County Police Benevolent Association – Rank and File Unit

Agenda Item No. 14(A)(4)

Recommendation
It is recommended that the Board of County Commissioners (Board) approve and ratify the attached 2014-17 Collective Bargaining Agreement (Agreement) between Miami-Dade County (County) and the Dade County Police Benevolent Association – Rank and File Unit (Union).

This Agreement is subject to a Union membership ratification vote on June 29, 2016.

Scope
The impact of this agenda item is countywide.

Fiscal Impact/Funding Source
Funding for the restoration of concessions, the 2.5 percent Premium Pay, retirement benefits, and the Cost of Living Adjustment (COLA) is provided by the General Fund, and reimbursements associated with contracted services totals an estimated $30.329 million, which may change based on utilization:

- Reinstate minimum guarantee from one (1) hour to four (4) hours for Call Back: $262,000
- Reinstate minimum guarantee from two (2) hours to four (4) hours for Court Time: $2.672 million
- Eliminate the $50 biweekly contribution for members participating in the take-home vehicle program: $2.188 million
- Reinstate Night Differential Pay from one (1) step to two (2) steps: $6.555 million
- Increase Retirement Benefit: $1.157 million
- Increase Premium Pay for Police Dispatchers/Complaint Officers by 2.5 percent: $371,000
- Grant four (4) percent COLA: $17.124 million

Lastly, it is anticipated that by providing the union membership with the ability to participate in the AvMed Select and Jackson First group health programs, the County should experience reduced health care costs for FY 2016-17. However, it is difficult to determine the estimated savings at this time since we cannot determine how many employees will be participating in the plans.

Track Record/Monitor
Tyrone W. Williams, Director of Labor Relations and Compensation for the Human Resources Department, monitors and oversees the administration of this collective bargaining agreement.

Background
This Agreement before the Board for final approval and ratification is the product of good faith negotiations between the County and the Union. This Agreement recognizes the services provided by the public servants of this bargaining unit while ensuring the continued delivery of quality services to the residents of Miami-Dade County in a fiscally responsible manner. The following is a summary of the contractual changes affecting the employees covered by this Agreement:

Term of Agreement
This is a three-year contract for the period of October 1, 2014 through September 30, 2017.

Wages
Effective the first pay period in October 2016, bargaining unit employees shall receive a COLA of four (4) percent.

Recognition of Association
Listed additional classifications that will be represented by the bargaining unit: MDPD Forensic Artist, Police Crime Scene Technician, Auditor MDC Ethics and Public Trust, and Investigator, MDC Ethics and Public Trust.

Language that the County will maintain existing payroll slots and provide one (1) additional payroll deduction slot (updated language to reflect one (1) instead of two (2) new payroll slots would be provided) was included.

Seniority
Probationary employees impacted by layoffs will be placed on a probationary recall list and, if recalled, will be credited with time previously spent in the classification.

Leave
Five (5) days of Bereavement Leave with pay will be granted to 40 hour personnel, and four (4) days of Bereavement Leave will be granted to employees who work four (4) days a week, ten (10) hours a day (language updated to reflect number of days rather than number of hours).

Parental Leave – up to six (6) weeks of partial paid parental leave will be granted for qualifying Miami-Dade County employees, as per Miami-Dade County Ordinance 16-20.

Injuries
The amount the County pays for funeral and memorial services for sworn personnel killed in the line of duty increased from $15,000 to $30,000.

Call Back, Court Time, and Special Emergencies
The minimum guarantee of four (4) hours overtime compensation for Call Back (from one (1) hour minimum to four (4) hour minimum) was reinstated, effective upon ratification.

The minimum guarantee of four (4) hours overtime compensation for Court Time (from two (2) hour minimum to four (4) hour minimum) was reinstated, effective upon ratification.

Retirement Benefit
A $350,000 annual contribution for the Association's retiree health insurance program for years 2015 and 2016 was provided.

Effective January 2017, retirees who previously received a portion of the $350,000 will receive $50 per month as a health insurance supplement.

Premium Pay
Police Complaint Officers, Police Dispatchers, and Police Communications Coordinators certified as Field Training Officers or Communication Training Offices who are certified and assigned to the field training program will receive a one (1) pay step salary supplement (previously paid by shift).

Police Dispatchers, Police Complaint Officers, and Police Complaint Supervisor 1s and 2s, Police Dispatch Supervisors 1s and 2s, and Police Communications Coordinators who achieve and maintain specific competency milestones for their respective classifications will receive a 7.5 percent competency pay supplement (increased from five (5) percent).

Differentials
Effective January 2, 2017, night shift differential pay of two (2) pay steps reinstated (from one (1) step to two (2) steps).

Vehicles
Effective January 2, 2017, employees who elect to have a take-home vehicle assigned will no longer be required to pay $50 biweekly towards the maintenance of the vehicle.

Performance Evaluation Appeal
Language permitting permanent employees to request a review with the Department Director or designee for performance evaluations with an overall rating of satisfactory was removed.

Group Health/Life Insurance
Two (2) additional healthcare options (2016 Healthcare Redesign which includes MDC Select Network and MDC Jackson First) where dependent premiums may provide savings of 20 to 63 percent to employees with dependent coverage will be offered.

Commission on Ethics and Public Trust Employees
A new article was added to reflect covered employees of the Commission on Ethics and Public Trust:

- The Commission on Ethics and Public Trust will replace the role of the County Mayor in making decisions in accordance with disciplinary appeal hearings filed pursuant to 2-47 of the Code of Miami Dade County.

- The County's Pay Plan will be amended to reflect the pay ranges negotiated by the parties, as amended by contractual COLAs.

- Employees receiving a Satisfactory, Above Satisfactory, or Outstanding performance evaluation will be granted between three (3) to five (5) percent merit increase at the discretion of the Executive Director of the Commission on Ethics and Public Trust. An employee who receives a performance evaluation rating of less than Satisfactory may appeal to the Executive Director and further appeal to Commission on Ethics and Public Trust.

The requirements of Resolution R-130-06, stating that any contract between the County and third parties be executed and finalized prior to their placement on a committee agenda, may be waived by the Board upon recommendation by the County Mayor that it is in the best interest of the County to do so. It is recommended that these requirements be waived for this Agreement, based on the provisions of the accompanying resolution that requires the Board to first approve and ratify this agreement prior to it being executed by the County Mayor. Accordingly, this Agreement will be executed by the parties subsequent to its approval and ratification by the Board and the members of the Union.

Attachment

Edward Marquez
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: July 6, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Agenda Item No. 14(A)(4)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Statement of social equity required**
✓	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(4)
7-6-16

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING THE 2014-2017 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION – RANK AND FILE UNIT (PBA); AUTHORIZING THE COUNTY MAYOR TO EXECUTE THE AGREEMENT; WAIVING RESOLUTION NO. R-130-06

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the attached 2014-2017 Collective Bargaining Agreement between Miami-Dade County, and the Dade County Police Benevolent Association - Rank and File Unit in substantially the form attached hereto and made a part hereof and authorizes the County Mayor to execute same. The provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are waived at the request of the County Mayor for the reasons set forth in the County Mayor's Memorandum.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman
Esteban L. Bovo, Jr., Vice Chairman

Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

William X. Candela

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION

RANK AND FILE UNIT

OCTOBER 1, ~~2011~~ 2014 TO SEPTEMBER 30, ~~2014~~ 2017

TABLE OF CONTENTS

ARTICLE #		PAGE
1	Purpose and Intent	
2	Recognition of Association	
3	Grievance Procedure	
4	Classification Appeal	
5	Management Rights and Scope of the Agreement	
6	Services to the Association	
7	Dues Check-Off	
8	Internal Affairs	
9	Rights of Employees in Departmental Disciplinary Matters	
10	Civil Suits and Criminal Actions	
11	Confidential Records	
12	Job Description and Appeal	
13	Voting	
14	Mergers of Other Police Departments	
15	Rules and Regulations	
16	Health Services	
17	Toxicology and Alcohol Testing	
18	Promotional Examinations and Policies	
19	Safety Standards, Equipment and Supplies	
20	Seniority	
21	Holidays	
22	Leave	
23	Military Leave	
24	Injuries	
25	Acting Ranks	
26	Call Back, Court Time, and Special Emergencies	
27	Off-Regular Duty Law Enforcement Service	
28	Overtime Compensation	
29	Travel Reimbursement	
30	Retirement Benefit	
31	Special Wage Provisions	
32	Corrections and Rehabilitation Employees	
33	Unfair Practices	
34	Prevailing Rights	
35	Wages	
36	Premium Pay	
37	Differentials	
38	General Provisions	
39	Transfers, Schedules and Shift Rotations	
40	Educational Facilities	
41	Non-Discrimination Clause	
42	Severability Clause	

TABLE OF CONTENTS

ARTICLE #

43	Vehicles
44	Court Support Specialists
45	Career Development Training
46	Disability Retirement Benefits
47	Disability Leave Appeal
48	Performance Evaluation Appeal
49	Labor-Management Committees
50	Group Health/Life Insurance
51	Commission on Ethics and Public Trust Employees
~~51~~ 52	Term of Agreement and Reopening
	Signature Page
	Exhibit 1 - Bargaining Unit ~~Employees~~ Classifications
	Exhibit 2 – 2016 Healthcare Redesign – 2017 Rates
	Index

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, ~~2011~~ 2014 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, County 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, Implementing Order or Personnel Rules practices or procedures which do not violate the provisions of this contract.

Work rules, policies, orders and directives are to be interpreted and applied fairly to all employees.

For purposes of this collective bargaining agreement, if any division and/or department is eliminated, consolidated and/or renamed, then the subsequent division, department and/or entity with the same responsibilities and/or jurisdiction will be deemed to assume the responsibilities of the eliminated division, department and/or entity.

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 Analyst 1, Fingerprint Analyst 2, Latent Fingerprint Examiner, MDPD Environmental Crime Investigator, MDPD Environmental Crime Investigator Supervisor, MDPD TV Producer, MDPD TV Producer Supervisor, MDPD Photographer, Photographic Supervisor, Police Complaint Officer, Police Complaint Supervisor 1, Police Complaint Supervisor 2, Animal Control Specialist, Animal Control Supervisor, Animal Services Investigator, Animal Services ~~Investigator~~ Enforcement Supervisor, Police Dispatcher, Police Dispatch Supervisor 1, Police Dispatch Supervisor 2, Police Communication Coordinator, MDPD Court Support Specialist 1, MDPD Court Support Specialist 2, Police Property Evidence Specialist 1, Police Property Evidence Specialist 2, Criminalist 1, Criminalist 2, Correctional Officer, Correctional

Corporal, Correctional Sergeant, ~~and~~ MDPD Armorer, MDPD Forensic Artist, Police Crime Scene Technician, Auditor MDC Ethics & Public Trust, and Investigator, MDC Ethics & Public Trust.

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.

D. Pursuant to Florida State Statute 447, as the exclusive collective bargaining agent of the employees within the bargaining unit covered by this Agreement, the Association will retain exclusive access to County facilities, and/or property, inclusive of the electronic e-mail system, for matters relating to its duties as the exclusive bargaining representative, including the exclusive right to a payroll deduction slot for employee organizations and to address bargaining unit members during County time and/or on County property. Any request to vary must be approved by the Association.

E. The County will maintain existing payroll slots and provide ~~two~~ one additional payroll deduction slots to all PBA bargaining unit members to be used as permitted by law and determined by the Association.

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. Reprimands, formal and informal counseling, 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, shall 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 Relations ~~Management~~ and Compensation. 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 Relations ~~Management~~ and Compensation 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 parties shall be accompanied by their representatives as determined by the arbitrator. 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. The officers or their counsel shall have the right to confront and question all witnesses under oath. The Association and the County shall have the right of discovery and other procedural rights in accordance with the Florida Rules of Civil Procedure.

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 Section 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 Compensation Section shall render a decision in writing.

B. If the employee is not satisfied with the decision of the Compensation Section he/she may, within ten (10) working days of receipt of decision, request in writing a hearing by the Human Resources ~~Division~~ Director or designee. 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 Human Resources ~~Division~~ Director will explain the basis for the decision in the event the request is denied. The Human Resources Division Director shall hold such hearing within thirty (30) days of the request.

C. The Human Resources ~~Division~~ Director's decision shall be final, subject to review by the County ~~Manager~~ Mayor upon the employee's request, and shall not be arbitrable. Effective October 1, 2012, the Human Resources ~~Division~~ Director's decision shall be subject to review by the Mayor's designee in charge of Public Safety.

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 Human Resources ~~Division~~ Director determines that an employee is misclassified, the employee shall always be placed in a current, appropriate classification, unless the Human Resources ~~Division~~ Director determines that there is no existing appropriate classification. In such cases, the Human Resources ~~Division~~ 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 not altering terms and conditions of employment as set out in this Agreement including but not limited to, Administrative Orders, Implementing 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 Mayor or designee;

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 rules and regulations pertaining to the working conditions of bargaining unit members including but not limited to: directive memoranda, group distributions as defined in each Department's manual, Administrative Orders, Implementing 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, including e-mails, regularly distributed to members of the bargaining unit

B. Officers and Representatives

1. The Association shall notify the County Mayor and the Human Resources ~~Division~~ Department of the names of its Officers. The President of the Association, if a County employee, shall be released from duty with pay to administer this Agreement. Furthermore, the Association President may select three (3) bargaining unit employees to be released from duty with pay to assist in the administration of this Agreement.

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 Director of Labor Relations ~~Management~~ and Compensation of Miami-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 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 and on each Department's electronic network, as agreed upon by the parties for the posting of official Association notices. The County shall continue to maintain an e-mail group of bargaining unit members.

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 an 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 obtain complainant statements under oath or affirmation absent extenuating circumstances. 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 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 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.

C. Only "Sustained" 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 findings by the Review Panel, which will be comprised of sworn personnel, will be vacated and marked accordingly should the employee prevail in the disciplinary appeal process. The Review Panel shall have fourteen (14) days to render its findings.

D. It is understood and agreed that the Departments may retain all internal affairs investigation findings for the purpose of establishing an 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 complaints and statements of the complainant and witnesses made against him and any and all evidence, including any and all exculpatory evidence, relevant to the charges contained in the case file, including a transcript of any court proceedings involving the subject officer and said allegations, 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 for a mutually agreeable date and time.

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. Upon notification of proposed discipline, the employee and/or the Association shall, upon request, receive a copy of the employee's written or recorded statement and/or any other document or evidence, including the complete Internal Review file, related to any recommended disciplinary action proposed against the employee at no cost to the employee or the Association.

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.

   c. If an employee is on probation when he/she is relieved of duty with pay, the employee's probationary period shall not be extended.

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 Mayor or designee.

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

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. Where an employee receives a Record of Counseling, after two (2) years of discipline-free service to the County, marked "no longer in effect" and shall not be used by the County in any manner, including but not limited to progressive discipline, promotion, transfer, or as evidence in a subsequent disciplinary hearing. The intent of this subsection shall be that the Record of Counseling shall be effectively destroyed, while abiding by Florida Public Records law precluding such actual destruction. The two (2) years considered herein shall run from the date of issuance of the Record of Counseling.

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

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

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 his/her findings of facts, conclusions and may include recommendations, a copy of which shall be immediately provided to the employee concerned.

   a. Notwithstanding the provisions of subsection (6), 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 Mayor 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 Mayor shall have 30 days from receipt of the findings to render his decision.

      In the case of a dismissal, failure of the County Mayor 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 County, through its Departments, agrees not to prejudice an employee from promotional or transfer opportunities based on a disciplinary action of suspension under appeal. If a bargaining unit member has a promotional opportunity delayed solely due to an ongoing departmental investigation, and the employee is later cleared of any County, departmental or criminal violation through an investigative finding of exonerated, unfounded or not sustained, the employee shall be retroactively promoted. The retroactive period, to include seniority in rank and back pay, shall not exceed two years from the date the employee is cleared, regardless of the expiration of the applicable promotional list. The employee will be required to serve the prescribed probationary period in the promotional classification.

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 Section 2-47 of the applicable Section(s) of the Miami-Dade County Code and this Agreement. This section shall not apply to termination of non-permanent or probationary employees or the demotion of permanent employees who fail to complete promotional probationary period to the satisfaction of the Departments for other than disciplinary reasons.

5. The above referenced Code provisions providing for a disciplinary appeal process ~~are~~ is 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. The Association shall be permitted to strike any Hearing Examiner assigned to

a particular case one time per case. 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 Mayor's Office for the purpose of influencing the final appeal decision. ~~This~~ The Mayor's 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, suspension and dismissal by utilizing the arbitration procedure contained in Article 3 of this Agreement. The Association shall notify the Director of Labor Management and Compensation Division, 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, suspension or dismissal 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:

1. Pre-Hearing Conference

The purpose of the pre-hearing conference is to discuss the possibility of a mutually agreeable settlement of a disciplinary appeal. Mandatory members of the pre-hearing conference shall include the subject employee's representative and the Departmental Discipline Coordinator, or his designee. Additional parties may attend with the mutual agreement of the Departmental Discipline Coordinator and the employee's representative. Employees may choose to represent themselves. If a settlement agreement is reached, a written agreement will be prepared and will take effect upon execution.

2. Employee Option/Time in Lieu of Suspension

Employees may forfeit equivalent time in lieu of suspension by using annual, compensatory or holiday leave. Employees electing to do so shall waive the right to any further appeal action.

3. Appeal of Written Reprimands

Employees may appeal Written Reprimands by notifying the Departmental Discipline Coordinator in writing within fourteen (14) calendar days of the date of issuance of the Written Reprimand. The appeal will be heard by a Division Chief and will consist of a review of both substantive and procedural issues and not be limited to simply the appropriateness of the discipline. The employee will be entitled to receive and review all evidence, including a complete copy of the investigatory file, on which the discipline was predicated, prior to the scheduling of the hearing. The Division Chief may uphold the

Written Reprimand, reduce it to a Record of Counseling or rescind the Written Reprimand. The Division Chief's decision shall be final and binding.

4. Review of Disciplinary Investigations and Relief from Duty

   Upon request of the Association, the Director of the respective Department shall designate a review of the timeliness, appropriateness and/or continued necessity of Relief from Duty. The decision of the Department Director shall be final and not subject to further review.

5. Disciplinary Action Report Rebuttals

   The employee or the Association will have three (3) business days for submission of a rebuttal.

ARTICLE 10 CIVIL SUITS and CRIMINAL ACTIONS

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 Mayor. The request of the Mayor 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 Mayor 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.

C. It is understood between the parties that bargaining unit employees will be covered by the provisions of County Resolution R-323-02 and Florida State Statute 111.065.

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 Human Resources ~~Division~~ 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, reports and/or memorandum, radio communication and/or GPS information or reports prepared by or related to the employee are reviewed or requested pursuant to Chapter 119 Florida Statutes as amended and/or by persons or entities other than law enforcement agencies.

E. No supervisor's personal notes or memorandum concerning employees' informal counseling shall be placed in an employee's 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 Mayor 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~~ B above, request a hearing before the Human Resources ~~Division~~ 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 Human Resources ~~Division~~ Director shall be final, subject to review by the County Mayor.

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 and the Association shall receive an electronic copy of the applicable Departmental rules and regulations. ~~New employees shall receive a written copy when hired.~~

ARTICLE 16 HEALTH SERVICES

A. Special risk employees will receive and are obligated to take physical examinations every 5 years. This will include a blood corpuscle 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. Special risk employees will be offered, ~~upon renewal of the County's current contract with its service provider,~~ a partial or total body scan or ultrasound as a component of the physical examination. All non-special risk employees will receive and are obligated to take a standard physical examination every five (5) years. 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 Human Resources 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 employee's alcoholism; provided:

(1) The employee obtains treatment through professional counseling or membership in Alcoholics Anonymous, and/or other recognized treatment methods.

(2) The employee 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 Analyst 1, Fingerprint Analyst 2 and MDPD 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. Sworn Law Enforcement Officers and Sworn Correctional Officers who take their County provided physical examinations during off duty status will be eligible to receive a guarantee of four (4) hours pay at the overtime rate for phase one (1) of the examination and a guarantee of two (2) hours pay at the overtime rate for phase two (2) of the examination.

H. 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.

I. UNFIT FOR DUTY AND LIGHT/RESTRICTED DUTY

When bargaining unit employees are placed in "unfit for duty", "light-duty", or "restricted duty" status, and a conflict arises between the employee's private physician's findings and the opinion of the County-appointed physician concerning fitness for duty. The following will apply:

1. The affected employee, if being treated by a private physician (including physicians considered experts in a particular field of medicine) for the condition causing the finding of unfit for duty or fit for light or restricted duty, may go to the private physician with a copy of the job requirements for the employee's classification. Upon consideration of the job requirements, the physician may determine if the employee is unfit for duty, fit for light or restricted duty, or fit for duty. The private physician's findings shall be submitted to the County-appointed physician for review.

   a. If the private physician finds that the employee is unfit for duty, the employee shall remain in that status, subject to the agreement of the County-appointed physician, until the private physician determines otherwise pursuant either as a result of subsequent treatment or upon reaching maximum medical improvement.
   b. If the private physician finds that the employee is fit for light or restricted duty, the employee may be placed in that status, subject to the agreement of the County-appointed physician.
   c. If the private physician finds that the employee is fit for duty, the employee may be placed in that status, subject to the agreement of the County-appointed physician.

2. In those instances where the employee's private physician and the County-appointed physician disagree regarding the employee's fitness for duty, the employee may obtain, at the employee's sole expense, an independent medical evaluation from a third physician. The selection of the third physician shall be made jointly by the employee's private physician and the County-appointed physician from those board-certified specialist physicians approved by Miami-Dade County Risk Management to provide worker's compensation services to County employees in that field of medicine that covers the injury or illness under consideration. The third physician shall be provided with a copy of the job requirements for the employee's classification. The findings of the third physician regarding the employee's fitness for duty shall be final and binding.

3. The concerned employee shall supply to each of the physicians any requested medical releases relating to the injury or illness under consideration, and shall supply to each of the physicians all records and opinions of previous physicians relating to the injury or illness under consideration.

4. Duty status determinations involving workers' compensation claims and substance abuse are expressly excluded from this Article. Such determinations will follow existing law, County and departmental policies and procedures, and those provisions of this Agreement pertaining to such determinations.

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 provide employees with the results of a positive test within 72 hours of providing the specimen unless exigent circumstances exist. 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. If there is a question as to the employee's eligibility to sit for a promotional exam, or the accuracy of the registration process at the time the exam is administered, the employee will be allowed to sit for the promotional examination and the results will be sealed pending a determination of eligibility.

   The County shall continue to have the right to affect revisions in promotional examination/screening procedures and criteria, notwithstanding, all Police Officers, hired after March 2, 2010, shall be eligible to sit for promotional examinations for the Police Sergeant classification upon completing five years of continuous sworn full-time employment as a Police Officer (immediately preceding the examination date) with the County. All Correctional Officers hired after March 2, 2010, shall be eligible to sit for promotional examinations for the Correctional Corporal classification upon completing five years of continuous sworn full-time employment as a Correctional Officer (immediately preceding the examination date) with the County. All Correctional Corporals hired after March 2, 2010, shall be eligible to sit for promotional examinations for the Correctional Sergeant classification upon obtaining permanent status as a Correctional Corporal. All preceding time must be continuous In the event of a layoff or demotion, continuous time served in the higher classified service promotional ranks shall be credited toward eligibility requirements. 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 Human Resources ~~Division~~ Director.

E. Employees interviewed for promotions 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.

It is agreed to between the parties that through further discussions between Miami-Dade County, the Miami-Dade Police Department, the Department of Corrections and Rehabilitation and the Dade County Police Benevolent Association, improvements, enhancements and/or changes to the promotional process will be developed and incorporated in any promotions taking effect after the ratification of this Agreement.

F. The department will fill promotional vacancies within three (3) full pay periods of the promotional vacancy, effective no later than two full pay periods for payroll purposes however, this provision may be waived in the event of budgetary constraints or manpower shortages upon written notification to the Association. A classified position becomes a vacancy at 0700 the day after separation by the incumbent from County service. This vacancy occurs only if there are no overages in the classification. Separation shall be described as the day "T" shows or should show on the Payroll Attendance Record (PAR). The date a vacancy is effective in a higher bargaining unit classification will also be considered the effective date of vacancy for the subsequent promotions to be made behind the original vacancy. For example, if a Captain retires, a vacancy will also occur at the same time for a Lieutenant and Sergeant, providing there were no overages already in those classifications.

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 Human Resources ~~Division~~ 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) rest breaks during each shift, in addition to one (1) meal break for a total of ninety (90) minutes per work shift. The scheduling of work breaks and meal breaks will be at the discretion of the Department.

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 personnel exclusively.

F. Non-sworn personnel will not be required or allowed to man the Mobile Communications Command Van in times of disaster, riot, hazardous or emergency conditions or secure any police or correctional facility 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
MDPD Court Support Specialists

(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 includes leather

accessories, riot shields, rain gear, OC spray and protective vests in accordance with departmental policy, two way radios in vehicles and tear drop emergency lights for vehicles.

K. The Miami-Dade Police Department will issue a semi-automatic handgun to all MDPD sworn personnel at no cost to the employee. The Department will maintain an approved list of weapons sworn personnel may carry. Of those weapons listed, the Department will identify the make and model of the weapon that the Department will issue. If an employee elects to carry a Department-approved weapon, in lieu of the Department-issued weapon, the employee will not take possession of the Department-issued weapon and will be responsible for the purchase of their own Department-approved weapon. In all cases, the Department will provide the appropriate ammunition and/or re-loading apparatus.

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, weapons other than Department-issued firearms.

(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 MDPD Armorer, 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.

O. The County agrees to review and may approve requests for reimbursement of damages to the personal vehicles of sworn law enforcement officers that occur 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~~ Internal Services Department Risk Management Division the reasons for such denial.

P. Whenever the Department confiscates an employee's weapon after the employee discharges the weapon and in furtherance of the shooting incident investigation, the Department will issue a replacement weapon. If the weapon at issue is a Department-issued weapon, the Department will replace the weapon with a weapon of the same make and model. If the weapon at issue is a Department-approved weapon that was not issued by the Department, the Department will attempt to replace the weapon with a weapon of the same make and model; however, if due to lack of inventory, the weapon is not available, the employee will receive the Department-issued weapon.

Q. Each Department will adhere to its own policies regarding officer safety, including but not limited to, the assignment of enumerated calls as two-man unit calls.

R. MDPD will not partake in the "stacking" of calls; for example, calls will be dispatched one at a time and not all at once to any one officer.

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 (paid or unpaid) or other authorized leave. Employees will not lose any previously accrued seniority in the event of a demotion within the same department, for example, if a sergeant gets demoted, his or her seniority will be a total of the time within the classifications of officer and sergeant combined.

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, in accordance with seniority on the job. Employees shall be "bumped downward" in accordance with seniority in classification. Time spent in a higher classification within the same series shall be credited to the employee for purposes of calculating layoffs and/or "bumping downward." The parties agree to meet and discuss the procedures accordingly. It is understood by the parties that probationary employees shall be laid-off first.

G. Probationary employees impacted by layoff during their probationary period shall be placed on a probationary recall list. When subsequently recalled into a bargaining unit classification, the employee shall be credited with time previously spent in the classification's probationary period.

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

ARTICLE 21 HOLIDAYS

A. ~~Except as set forth in section A (1) of this Article~~, 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.

~~(1) Upon ratification of this Agreement, with the exception of New Year's Day, "Holidays" and "Holiday Leave" as provided by this Article shall be suspended. These holidays shall be designated as regular work days. This suspension shall end on September 30, 2014.~~

~~(2) Employees who work a full shift on the day the County observes the Thanksgiving, Christmas, and/or Fourth of July Holidays, shall earn an Administrative Leave Day to be used at the mutual convenience of the employee and the Department and in accordance with the County's Leave Manual and Departmental Standard Operating Procedures (DSOP). Any day of Administrative Leave earned under this provision may only be used within twelve months after it is earned.~~

B. Holiday Leave:

~~Upon ratification of this Agreement, with the exception of New Year's Day, "Holidays" and "Holiday Leave" as provided by this Article shall be suspended through September 30, 2014. These holidays shall be designated as regular work days. The foregoing days constitute a total of ten (10) work days. The provisions set forth in Sections B. 1 through B. 9 shall only apply to New Year's Day.~~

1. ~~Except as set forth in this article,~~ 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. ~~Effective upon ratification of this agreement, holiday premium pay and leave accruals as described in this section shall be suspended through September 30, 2014.~~

2. Holiday leave can be accrued to a maximum of six (6) standard work weeks (240 hours) for those employees designated as non-job basis by the Pay Plan. Employees in the bargaining unit classifications of Police Officer, Police Sergeant, Correctional Officer, Correctional Corporal and Correctional Sergeant will have no maximum accrual of holiday leave. ~~Effective upon ratification of this agreement, holiday premium pay and leave accruals as described in this section shall be suspended through September 30, 2014.~~

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, 7, and 8 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. Upon written request, a bargaining unit employee may receive payment annually on the last pay period of the fiscal year (September) for all unpaid holidays earned during the fiscal year, excluding birthday holiday and floating holiday. ~~Effective upon ratification of this agreement, holiday premium pay and leave accruals as described in this section shall be suspended through September 30, 2014.~~

5. Non-job basis 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. ~~Effective upon ratification of this agreement, holiday premium pay and leave accruals as described in this section shall be suspended through September 30, 2014.~~

6. When a holiday falls on a regularly scheduled day off and the non-job basis employee does not work, he/she shall receive eight (8) hours holiday leave. ~~Effective upon ratification of this agreement, holiday premium pay and leave accruals as described in this section shall be suspended through September 30, 2014.~~

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. ~~Effective upon ratification of this agreement, holiday premium pay and leave accruals as described in this section shall be suspended through September 30, 2014.~~

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. ~~Effective upon ratification of this agreement, holiday premium pay and leave accruals as described in this section shall be suspended through September 30, 2014~~.

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. A bargaining unit employee with 20 or more of continuous years of service may, upon written request, receive payment for the sick leave hours that qualify to be converted to annual leave each year.

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

C. ~~Funeral~~ Bereavement Leave: Five (5) days of bereavement leave with pay shall be granted to forty (40) hour personnel in the event of a death in the immediate family in accordance with the Leave Manual. ~~of emergency funeral leave with pay shall be granted in the event of a death in the immediate family. Immediate family is defined as spouse, children, stepchildren, grandchildren, mother, father, sister or brother, stepsister or stepbrother, mother-in-law, father-in-law, grandfather, grandmother, grandfather-in-law, grandmother-in-law, registered domestic partner or the child or parent of a registered domestic partner or upon proof of any person in the general family living within the same household~~. Employees who regularly work four (4) ten (10) hour days per week shall receive four (4) days of bereavement leave with pay in the event of a death in the immediate family in accordance with the Leave Manual. Should an employee require additional time other than provided herein, he may request that ~~funeral~~ bereavement 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~~ bereavement 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. The sick leave policy as stated in the Personnel Rules and County Leave Manual shall remain in force and effect unless modified by this collective bargaining agreement.

(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.

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.

H. Leave with Pay

Paid Parental Leave shall be authorized in accordance with Miami-Dade Ordinance No. 16-20 to care for a newborn, newly-adopted child, or newly-placed foster child or children. Eligible employees will be provided up to six (6) weeks of paid leave at 100 percent of base wages for the first two (2) weeks, 75 percent of base wages for the following two (2) weeks, and 50 percent of base wages for the remaining two (2) weeks. This provision is subject to any modifications or revocations by the Board of County Commissioners to Ordinance 16-20, in accordance with Article X of Chapter 11A.

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 thirty (30) 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 thirty (30) 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.

G. It is understood between the parties that bargaining unit employees will be covered by the provisions of County Resolution R-157-03 that authorizes the continuation of certain compensation to County employees on active military duty.

H. Employees shall continue to accrue holiday leave while on military leave during a County-recognized holiday.

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.

C. Effective upon ratification of this agreement, t~~T~~he County agrees to pay reasonable expenses up to a maximum of $15,000 for burial expenses for ~~bargaining unit members~~ non-sworn personnel killed in the line of duty~~.~~ and for sworn personnel killed in the line of duty, the County agrees to pay reasonable expenses up to a maximum of $30,000 for burial expenses and memorial services.

ARTICLE 25 ACTING RANKS

Any employee who is officially designated by the appropriate department authority 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 one (1) normal workday.

ARTICLE 26 CALL BACK, COURT TIME, AND SPECIAL EMERGENCIES

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 one (1) hour compensation is guaranteed at the overtime rate.~~

Effective upon ratification of this agreement, 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, including on their regular day off due to riot, hurricane or any other emergency declared by the County~~

~~Mayor or his agent, a minimum of one (1) hour compensation is guaranteed at the overtime rate. Any time worked beyond the one (1) hour will be compensated at the overtime rate.~~

Effective upon ratification of this agreement, when the Department requires employees to report for work on their day off, including on their regular day off due to riot, hurricane or any other emergency declared by the County Mayor or his agent, a minimum of four (4) hours compensation is guaranteed at the overtime rate. Any time worked beyond the four (4) hours will be compensated at the overtime 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, the employee will be compensated for time worked with a minimum of one (1) hour compensation 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.~~

Effective upon ratification of this agreement, when the Department requires an employee to report for work on holiday, annual, or sick leave days, the employee will be compensated for time worked with a minimum of four (4) hours compensation 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. Court Time

~~1. 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 guaranteed a two (2) hour minimum at the overtime rate. Additionally, the following minimums apply:~~

~~a. Employees whose shift ends between 6:00 a.m. and 9:00 a.m., and are required to attend court between 7:00 a.m. and 10:00 a.m. will be guaranteed a two (2) hour minimum at the overtime rate.~~

~~b. Notwithstanding any other provision of this article, where an employee has consecutive court appearances scheduled three (3) or more hours apart and more than one (1) hour prior to their scheduled shift, the employee shall be guaranteed a two (2) hour minimum at the overtime rate for each court appearance.~~

1. Effective upon ratification of this agreement, 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 guaranteed a four (4) hour minimum at the overtime rate. Additionally, the following minimums apply:

   a. Employees whose shift ends between 6:00 a.m. and 9:00 a.m., and are required to attend court between 7:00 a.m. and 10:00 a.m. will be guaranteed a four (4) hour minimum at the overtime rate.

   b. Notwithstanding any other provision of this article, where an employee has consecutive court appearances scheduled three (3) or more hours apart and more than one (1) hour prior to their scheduled shift, the employee shall be guaranteed a four (4) hour minimum at the overtime rate for each court appearance.

2. 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, except as provided for in subsection (a), this period of time will be considered a shift extension and the employees will be compensated at the overtime rate.

F. 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, except where such shift change results in more than forty (40) hours of work during the employee's workweek.

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

H. 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.

~~Either party shall have the right to re-open this Article to negotiate whether these reductions will be continued in the third year of the Agreement (Fiscal Year 2013-2014) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. In the event that the parties are unable to reach an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State law.~~

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 Support Specialist Officers 1 and Correctional Officers at the rate of $30.00 per hour.

Court Support Specialist Officers 2 and Correctional Corporals at the rate of $32.00 per hour.

Police Officers and Correctional Sergeants at the rate of $34.00 per hour.

Police Sergeants at the rate of $36.00 per hour.

Should the permittee agree to a higher rate, all bargaining unit members who work the off-duty will receive the higher rate. 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 who work off duty during a football game held at Dolphin Stadium, or any other sporting event or entertainment event with an attendance of 35,000 or more patrons, will be eligible to receive a $5.00 per hour pay supplement. Employees who work off-duty during County recognized holidays and/or championship games (as listed below) will be compensated at double their regular off-duty rate.

1. NFL AFC Championship Game
   Super Bowl
   Pro-Bowl

2. MLB NLCS
World Series
All Star Games

3. College BCS National Championship
Orange Bowl

H. Employees may work up to 160 hours per pay period of off-duty while on annual, holiday or compensatory leave per pay period.

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 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 two hundred (200) hours.

C. The County guarantees that work schedules will not be changed or altered in any manner to avoid payment of overtime or differentials. Units with varied shifts will not alter days off to avoid the payment of overtime or differentials. Assigned training and taking County provided physical examinations 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 employee's 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

A. 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 6-3, to the maximum amount permissible under Florida Statutes. Employees will be reimbursed for tolls and parking in accordance with the Administrative Order.

B. The County will reimburse all travel expenses for the Honor Guard, approved or designated by the Department, to travel to Washington D.C. for the Law Enforcement Memorial Week.

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), service-issued handgun if requested 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 Miami-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. Effective upon ratification of this agreement, ~~T~~the County will provide an annual contribution of $350,000 to the Police Benevolent Association's retiree health insurance program for years 2015 and 2016 each. ~~to be paid in January 2012, January 2013, and January 2014.~~ Effective January 2017, bargaining unit employees who previously received a portion of the $350,000, will instead receive fifty dollars ($50) per month as a retirees' health insurance supplement.

E. Employees in the classifications of Police Officer, Police Sergeant, Correctional Officer, Correctional Corporal and Correctional Sergeant who retired and separated from the County service on or after June 19, 2006, with 25 or more years of Special Risk Florida Retirement System (FRS) County service and employees in the classification of police dispatchers, police dispatch supervisors, police complaint officers, and police complaint supervisors who retire and separate from the County service with 30 or more years of Florida Retirement System (FRS) County service will be eligible to receive one hundred and fifty dollars ($150) per month as a retirees health insurance supplement for a period of ten (10) years or until they are eligible for Medicare whichever is less.

F. Employees eligible for this supplement will not be eligible for any portion of the $350,000 contribution.

As a matter of interpretation, it is agreed to between the parties that time served by employees in the County classifications of Police Officer, Police Sergeant, Correctional Officer, Correctional Corporal and Correctional Sergeant while participating in the Florida Retirement System (FRS) Deferred Retirement Option Program (DROP) will be credited toward attaining the 25 years of Special Risk County service.

As a matter of interpretation, it is agreed to between the parties that time served by employees in the County classifications of police dispatchers, police dispatch supervisors, police complaint officers, and police complaint supervisors while participating in the Florida Retirement System (FRS) Deferred Retirement Option Program (DROP) will be credited toward attaining the 30 years of County service.

G. Employees who retire and separate on or after March 2, 2010, with 30 or more years of service in the Florida Retirement System (FRS) with Miami-Dade County, in any combination of the classifications listed below this paragraph, will be eligible to receive one hundred and fifty dollars ($150) per month as a retirees' health insurance supplement for a period of ten (10) years or until they are eligible for Medicare, whichever is less.

Time spent participating in the FRS Deferred Retirement Option Program (DROP) in the classifications listed below will be credited toward attaining the 30 years of County service.

- Police Officer
- Police Sergeant
- Correctional Officer
- Correctional Corporal
- Correctional Sergeant
- Police Dispatcher
- Police Dispatch Supervisor
- Police Communication Supervisor
- Police Complaint Officer
- Police Complaint Supervisor

ARTICLE 31 SPECIAL WAGE PROVISIONS

A. 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.

The County shall be entitled to recover, in a timely manner without interest, all funds determined by the County to have previously been paid in error to an employee in accordance with County policy, after consultation meeting with the employee and/or his representative. The County has the right to recover the full amount of erroneous payments to an employee in the event the employee separates from County service, including the right to make necessary deductions from the employee's terminal leave pay. This Article shall be administered in accordance with the applicable Statute of Limitations.

B. 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 Officer, Correctional Officer, Police Sergeant, Correctional Corporal, and Correctional Sergeant, shall be pay step 1 of the appropriate pay range provided in the Miami- Dade County Pay Plan. Progression from the entrance pay step to the next pay step for all bargaining unit classifications shall be six (6) months (13 pay periods) based upon satisfactory or above job performance. Progression thereafter to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above 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.

C. Longevity Bonus

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

Years of Completed Full-time Continuous County Service	Percentage Payment of Base Salary
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. 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 do 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.

B. 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.

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

D. 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.

E. 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.

F. Acknowledging the difficulty in taking a day off within the Department of Corrections & Rehabilitation, the "10 % Rule" limiting days off to Correctional employees to not more than 10 % of an employee's unit of assignment shall remain in effect at a minimum of 10%

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 provisions 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

Fiscal Year 2016-17 ~~(Third Year)~~

Effective the first pay period in October 2016, bargaining unit employees shall receive a Cost of Living Adjustment of four percent (4%).

~~All employees in bargaining unit classifications shall be required to contribute five percent (5%) of their base wages from the time of the ratification of this agreement toward the County's cost of health care. In addition, the parties agree to submit to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the parties' impasse, the issue of whether employees shall be required to contribute an additional amount, not to exceed five percent (5%) of their base wages, towards the County's cost of health care, effective upon the ratification of this agreement.~~

~~Effective January 1, 2014, the monies comprising the health care contribution shall end, provided however, that the County shall have the right to re-open this provision of the Collective Bargaining Agreement in advance for the purposes of negotiating whether these reductions will be continued. In the event the County chooses to reopen this provision and the parties are unable to reach an agreement , the dispute shall be submitted to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate for final resolution of the impasse in accordance with the requirements of State Law.~~

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 Human Resources ~~Division~~ or as otherwise designated:

A. Law enforcement personnel in the classifications of Police Officer and Police Sergeant who maintain police diver certification and are assigned to the Special Patrol, Marine Patrol Unit, or Intergovernmental Bureau, Underwater Recovery Unit, whose duties include underwater search and recovery shall receive a one (1) pay step supplement.

B. Law enforcement personnel assigned to full time motorcycle patrol duty shall receive 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 shall receive $ 10.00 biweekly.

D. Law enforcement personnel assigned full time or additional duties involving locating and removal of explosive materials shall receive two (2) pay steps.

E. All personnel who are required to wear a uniform will receive a maintenance allowance of $300.00 annually. ~~Upon ratification of this agreement, this allowance shall be suspended through September 30, 2014~~

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 shall receive $30.00 biweekly.

H. Police Officers and Police Sergeants regularly assigned to operate aircraft, who are not classified as Aircraft Operators shall receive three (3) pay steps.

I. Police personnel assigned to the Miami-Dade Police Department Special Response Teams will receive one (1) pay step.

J. Effective upon ratification of this agreement, ~~A~~all Police Officers, Police Complaint Officers, Police Dispatchers and Police Communications Coordinators certified as Field Training Officers or Communication Training Officers who are assigned to the field training program will receive a one (1) step salary supplement. All Police Sergeants, Police Complaint Supervisors 1 & 2 and Police Dispatch Supervisors 1 & 2 who are designated by the Miami-Dade Police Department to function as Field Training Supervisors ~~or Communications Training Supervisors~~ will receive a one (1) step pay supplement.

~~K. All Police Dispatchers and Police Complaint Officers designated by the Department to train other employees will receive a one (1) pay step salary supplement for each complete shift in which active training is performed.~~

~~L~~ K Fingerprint Analysts who must be certified to testify in court shall be reimbursed the $75 certification fee.

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

~~N~~ M Sworn bargaining unit employees, as defined by Chapter 943 Florida Statutes, shall receive hazardous duty pay in the amount of $125.00 biweekly.

~~O~~ N 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. ~~Upon ratification of this agreement, and only through September 30, 2014, the non- sworn law enforcement support specialty pay supplement of $80.00 shall be suspended.~~

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

~~Q~~ P 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~~ Q 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~~ R 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.

~~T~~ S The County recognizes that certain bargaining unit employees who have been trained as "First Responders" provide a valuable service to the citizens of Miami Dade County by responding first to the scene of an emergency. In order to recognize this service and provide compensation more aligned with that received by the County's Emergency Medical Technicians (EMT's), those bargaining unit employees who are classified as "First Responders" which is defined as those employees specifically trained to render initial care to an ill or injured person and who are also employed full-time by the County and are vested with authority to bear arms and make arrests; and whose primary responsibility is the prevention and detection of crime or the enforcement of the penal, criminal, traffic, or highway laws of the State or the detention of inmates. Employees who are specifically in the classifications of Police Officer, Police Sergeant, Correctional Officer, Correctional Corporal and Correctional Sergeant will be eligible for the following pay supplement:

Bargaining unit employees in the above referenced five (5) classifications who meet the above defined criteria will be eligible to receive a five percent (5%) pay supplement.

~~U~~ T Employees in the bargaining unit classification of Police Officer and Police Sergeant who are assigned full time duties as a Sergeant-at-Arms for the Miami-Dade County Board of County Commissioners will be eligible to receive a seven percent (7%) pay supplement.

~~V~~ U Employees with permanent status in the classifications of Police Officer and Police Sergeant who are assigned full time as Investigators in the Miami-Dade Police Department's Arsons Unit and who meet all protocols established and maintained by the Department will be eligible to receive a one (1) pay step supplement.

~~W~~V Employees with permanent status in the classifications of Correctional Officer, Correctional Corporal, and Correctional Sergeant who are assigned full time to any Forensic Health Care Unit in the Miami-Dade Corrections and Rehabilitation Department (including but not limited to the Pre-Trial Detention Center, the Woman's Annex and Ward D) and who meet all protocols, training requirements and attain required certifications established and maintained by the Department will be eligible to receive a one (1) pay step supplement.

~~X~~ W Police Dispatchers, Police Complaint Officers, and Police Communication Supervisors who are officially designated by the unit supervisor to act in a rank higher than their permanent rank and actually perform said duties shall receive a one-step increase provided the tenure of service in the acting rank is a minimum of eight (8) consecutive work hours. In the case of an employee who is assigned to a work schedule of four (4) days per week for ten (10) hours per day, he or she must perform the duties in the higher rank for a minimum of ten (10) consecutive work hours.

~~Y~~ X Upon ratification of this Agreement, Police Officers and Police Sergeants assigned to the Forensic Computer Laboratory who are certified Forensic Computer Examiners by the International Association of Computer Investigative Specialists shall receive a one (1) pay step supplement.

~~Z~~ Y Upon ratification of this Agreement, Police Officers, Police Sergeants, Correctional Officers, Correctional Corporals and Correctional Sergeants assigned to the Training Bureau who attain and maintain certification by the Florida Department of Law Enforcement's Criminal Justice Standards and Training Commission by completing the requirements of the Instructor Technique Workshop or Curriculum Maintenance System course shall receive a one (1) pay step supplement.

~~AA~~Z Effective upon ratification of this agreement, ~~E~~employees in the classifications of Police Dispatchers, Police Complaint Officers, and Police Complaint Supervisor 1 & 2, Police Dispatch Supervisors 1 & 2, Police Communications Coordinator who achieve and maintain specific competency milestones for their respective classifications will be eligible to receive a ~~5~~ 7.5% competency pay supplement upon authorization by the Department and review by the Human Resources Department. Employees will become prospectively eligible for this supplement effective the beginning of the first pay period immediately following the receipt of all the following required competency milestones.

Police Dispatcher

- Achieve an overall rating of satisfactory or higher during the annual performance evaluation rating period.
- Demonstrate and maintain proficiency in the current or any future CAD system.
- Demonstrate and maintain proficiency in the current or any future Radio System, to include interoperability patches with other entities.

Police Complaint Officer

- Achieve an overall rating of satisfactory or higher during the annual performance evaluation rating period.
- Demonstrate and maintain proficiency in the current or any future CAD system.
- Achieve and maintain proficiency in CPR and in Emergency Medical Dispatch (EMD).

- Demonstrate and maintain proficiency in the current or any future phone system.

Police Communications Supervisor

- Achieve an overall rating of satisfactory or higher during the annual performance evaluation rating period.
- Demonstrate and maintain proficiency in the current or any future CAD system.
- Achieve and maintain proficiency in CPR and in Emergency Medical Dispatch (EMD), or inquiries regarding FCIC/NCIC as applicable.
- Demonstrate and maintain proficiency in the current or any future phone or Radio System, to include interoperability patches with other entities.

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.~~

~~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 one (1) pay step night shift differential pay. Employees in the bargaining unit classification of Criminalist 2 will be considered non-job basis employees.~~

Employees in the bargaining unit ~~classifications of Police Officer, Police Sergeant, Correctional Officer, Correctional Corporal and Correctional Sergeant~~ will be eligible to receive a night shift differential of one (1) pay steps 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 shift with an equal number of hours before and after 6:00p.m. ~~2:00 p.m. to 10:00 p.m. shift~~ will be eligible for this one (1) pay step night shift differential.

Effective January 2, 2017, bargaining unit employees will be eligible to receive a night shift differential of two (2) pay steps 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 shift with an equal number of hours before and after 6:00p.m. will be eligible for this) two (2) pay step night shift differential.

~~Employees in the bargaining unit classifications of Fingerprint Analyst 1, Fingerprint Analyst 2, Photographer, Criminalist 1 and Criminalist 2, who were appointed to the classifications subsequent to October 1, 1976, and are not eligible for the pay step differential, as described in this Article, 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 steps night shift differential.~~

~~Either party shall have the right to re-open this Article to negotiate whether these reductions will be continued in the third year of the Agreement (Fiscal Year 2013-2014) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. In the event that the parties are unable to reach an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State law.~~

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. Transfers shall not be utilized as disciplinary action.

B. 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 and the reason for such transfer. 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.

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 employee's 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.

I. Alternative Scheduling Programs – The Association agrees to meet with the County to discuss developing and implementing alternative scheduling programs to the current "work week."

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, sexual orientation, 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 employee's 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 subject to the provisions of County Resolutions and Ordinances. Effective January 2, 2017, ~~upon ratification of this Agreement~~, bargaining unit members who elect to have a take-home vehicle assigned to them shall no longer pay $50.00 per pay period towards the maintenance of that vehicle.

ARTICLE 44 COURT SUPPORT SPECIALIST

A. The Miami-Dade Police Department will conduct a training session for all MDPD Court Support Specialists 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 MDPD Court Support Specialists 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 Human Resources ~~Division~~ 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 Human Resources ~~Division~~ Director's decision shall be issued within thirty (30) days of the appeal hearing and shall be final, subject to review by the County Mayor 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 with an overall rating of satisfactory shall be granted a review by his or her department upon request to the Department Director or designee within twenty-one (21) days of receiving the evaluation, provided the employee submits documentation supporting such review. The reviewer will be a designee appointed by the department director. The designee will recommend to the director whether the evaluation should be revised. The department director's decision shall be final and binding.~~

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

C. The Human Resources ~~Division~~ Director will schedule an informal hearing to review the appeal. The hearing board will be comprised of three (3) supervisors selected by the Human Resources ~~Division~~ 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 Relations and Compensation.

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.

B. Labor Management meetings may also be requested by either party in an effort to resolve grievances. Such labor management meetings shall be chaired by the Director of Labor Relations ~~Management~~ and Compensation or a designee. Any mutually agreeable resolution as a result of the labor management meeting shall be reduced to writing and shall be binding upon the Association and the County.

ARTICLE 50 GROUP HEALTH/LIFE INSURANCE

A. The County's Group Health Insurance will include a Point of Service/Managed Health Care Group Insurance Plan.

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

C. 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.

D. The County will include a Select Network/Managed Health Care Group Insurance Option beginning January 1, 2017.

E. The County will include the MDC Jackson First/Managed Health Care Group Insurance Option beginning January 1, 2017.

F. The County will provide a $5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in ~~a~~ the High Option HMO Plan , the Select Network/Managed Health Care Group Insurance Plan, or the MDC Jackson First/Managed Health Care Group Insurance Option.

~~G.The County will provide a $10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in a Low Option HMO Plan.~~

G. ~~H.~~ The County will provide an annual $1,000 contribution to the Flexible Benefits Plan paid in biweekly increments for County employees eligible for group health insurance coverage.

~~I. 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.~~

H. The County's Group Health Insurance will not include the Low HMO/Managed Health Care Group Plan.

~~I. Effective upon ratification of this Agreement, the County's contributions to the Flexible Benefits Plan as provided in sections "D", "E", and "F" shall be suspended through September 30, 2014.~~

~~With the exception of legislatively mandated changes to health benefits, the County has the right to re-open this Agreement to discuss the redesign of the County's health plan for plan year 2013. Union participation shall be obtained to discuss health plan provisions and benefits, prior to establishing premium contributions.~~

~~The County agrees that 2011 calendar year group health insurance premium rates shall remain in effect for the 2012 calendar year.~~

I. Health Insurance plan benefits including copays and premiums for plan year 2017 are set forth in Exhibit 2.

ARTICLE 51 COMMISION ON ETHICS AND PUBLIC TRUST EMPLOYEES

Notwithstanding any conflicting provisions contained in this Agreement, the following shall apply to covered employees of the Commission on Ethics and Public Trust.

A. Employees working for the Commission on Ethics and Public Trust are job basis.

B. The Commission on Ethics and Public Trust shall replace the role of the County Mayor in making decisions in accordance with disciplinary appeal hearings filed pursuant to 2-47 of the Code of Miami Dade County. The Mayor shall have no role in the administration or determination of disciplinary action issued to covered employees.

C. Upon ratification of this agreement, the Miami-Dade County Pay Plan shall be amended to reflect the pay ranges negotiated by the parties, as amended by contractual cost of living adjustments:

D. Employee Evaluations:

1 Employees receiving a Satisfactory, Above Satisfactory or Outstanding performance evaluation shall be granted between 3% – 5% merit increase at the discretion of the Executive Director of the Commission on Ethics and Public Trust.

2 Any employee who receives a performance evaluation rating of less than satisfactory may appeal the rating within 14 days to the Executive Director of the Commission on Ethics and Public Trust. The decision of the Executive Director may be appealed to the Commission on Ethics and Public Trust within 14 days of the Executive Director's decision. The Commission's decision shall be final and binding. Should the Commission's decision raise the overall evaluation to satisfactory or higher, merit increases shall be granted retroactive to the employee's anniversary date in accordance with Section D (1) above.

ARTICLE 52 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, 2011 14 and shall continue in effect until September 30, 2014 17.

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, 2011 to September 30, 2014) another County collective bargaining unit negotiates and/or receives an increase in pay or benefits which is effective during the term of this Agreement and is greater than the wage and/or benefit increase provided for in this collective bargaining agreement, the Association will have the right to request the reopening of negotiations with respect to pay and/or benefits. Additionally, in the event that during the term of this Agreement another County collective bargaining unit negotiates and/or receives a new pay supplement or an increase in a current pay supplement that will be received by the majority of their bargaining unit employees, or that will be received by employees performing

duties comparable to duties performed by employees in this unit, the Association will have the right to request the reopening of negotiations with respect to pay supplements only.

D. The County has the right to reopen this Agreement to discuss issues related to the implementation of the Enterprise Resource Planning (ERP) for a new County-wide Human Resource (HR) System. The purpose of this reopener is to be able to address changes in the business processes used to perform certain personnel and payroll transactions, in order to adapt to the functional requirements of the new HR system.

E. Either party may require by written notice to the other not later than June 30, 2044 17 negotiations concerning modifications, amendments, and renewal of this agreement to be effective October 1, 2044 17.

This Agreement signed this _____ day of _____ 2016.

For the Dade County Police Benevolent Association Rank & File Unit	For Miami-Dade County
_____ John Rivera, President	_____ Carlos A. Gimenez, Mayor
_____ Blanca Torrents-Greenwood Executive Director	_____ Russell Benford, Deputy Mayor
_____ Witness	_____ Arleene Cuellar, Director Human Resources
_____ Witness	_____ Juan J. Perez, Director, Miami-Dade Police Department
_____ Witness	_____ Daniel Junior, Interim Director, Miami-Dade Corrections and Rehabilitation Department
_____ Witness	_____ Witness
_____	_____

61

EXHIBIT 1

BARGAINING UNIT ~~EMPLOYEES~~ CLASSIFCATIONS
PBA RANK & FILE

BARGAINING UNIT	OCC CODE	TITLE
E	001142	ASD CONTROL SPECIALIST
E	001144	ASD CONTROL SUPERVISOR
E	001150	ASD INVESTIGATOR
E	001152	ANIMAL SERVICES ENFORCE SUPERV
E	004201	POLICE OFFICER
E	004202	POLICE SERGEANT
E	004220	FINGERPRINT ANALYST 1
E	004221	FINGERPRINT ANALYST 2
E	004222	LATENT FINGERPRINT EXAMINER
E	004226	MDPD ENVIR CRIME INVESTIGATOR
E	004227	MDPD ENV CRIME INVSTGN SUPV
E	004243	MDPD ARMORER
E	004245	CRIMINALIST 1
E	004246	CRIMINALIST 2
E	004269	MDPD FORENSIC ARTIST
E	004270	MDPD PHOTOGRAPHER
E	004271	PHOTOGRAPHIC SUPERVISOR
E	004306	POLICE PROP EVIDENCE SPEC 1
E	004307	POLICE PROP EVIDENCE SPEC 2
E	004308	MDPD COURT SUPPORT SPEC 1
E	004309	MDPD COURT SUPPORT SPEC 2
E	004335	POLICE CRIME SCENE TECHNICIAN
E	004368	MDPD TV PRODUCER
E	004369	MDPD TV PRODUCER SUPV
E	004380	POLICE DISPATCHER
E	004381	POLICE DISPATCH SUPERVISOR 1
E	004382	POLICE DISPATCH SUPERVISOR 2
E	004384	POLICE COMPLAINT OFFICER
E	004385	POLICE COMPLAINT SUPV 1
E	004386	POLICE COMPLAINT SUPV 2
E	004387	POLICE COMMUN COORDINATOR
E	004502	CORRECTIONAL OFFICER
E	004503	CORRECTIONAL CORPORAL
E	004504	CORRECTIONAL SERGEANT
E	008830	AUDITOR MDC E & PTC
E	008833	INVESTIGATR MDC ETHIC&PUB TRST

62

EXHIBIT 2
2016 Healthcare Redesign

PLAN YEAR 2017 PREMIUM RATES			
Plan	Tier	Bi-weekly Premium	Annual Premium
High HMO	Employee Only	$75.00	$1,950
	Employee + Spouse	$208.35	$5,417
	Employee + Child(ren)	$180.17	$4,684
	Family	$287.77	$7,482
POS	Employee Only	$100.00	$2,600
	Employee + Spouse	$344.54	$8,958
	Employee + Child(ren)	$285.86	$7,432
	Family	$595.59	$15,485
MDC Select Network	Employee Only	$0.00	$0
	Employee + Spouse	$166.00	$4,316
	Employee + Child(ren)	$141.00	$3,666
	Family	$236.00	$6,136
MDC Jackson First HMO Plan	Employee Only	$0.00	$0
	Employee + Spouse	$134.71	$3,502
	Employee + Child(ren)	$112.02	$2,913
	Family	$197.84	$5,144

Plan Design	High HMO / POS	MDC Select Option	MDC Jackson First Option
Inpatient Hospital Copay per Admit*	$200	$0	$0
Emergency Room Copay	$100	$50	$50
Urgent Care Copay	$25/$50	$25	$25
Outpatient Hospital Copay*	$100	$0	$0
Diagnostic Test/Imaging Copay***	$100	$0	$0
Outpatient Surgery Copay	$0	$0	$0
Physician Copays	$15/$30	$15/$30	$15/$30
	Primary/Specialist		
Retail Pharmacy Copays	$15/$40/$55	$15/$25/$35	$15/$25/$35
Mail Order Pharmacy Copays	$30/$80/$110	$30/$50/$70	$30/$50/$70
Specialty Pharmacy Copay	$100	$15/$25/$35	$15/$25/$35
	Generic/Pref Brand/Non-Pref Brand		
Out of Pocket Maximum**	$3,000	$2,500	$2,500
	2x Dependent Coverage		

* Waived at Jackson Health System

**Pharmacy copays count towards the Out of Pocket Maximum

*** POS & High HMO Plans- Diagnostic Tests & Imaging (x-ray, blood work, CT, MRI, etc.) will be subject to a $100 copay, if test is performed at a hospital affiliated facility. No charge if test performed at Jackson or non- hospital independent facility.

INDEX

ARTICLE #	
25	Acting Ranks
26	Call Back, Court Time, and Special Emergencies
45	Career Development Training
10	Civil Suits
4	Classification Appeal
51	Commission on Ethics and Public Trust Employees
11	Confidential Records
32	Corrections and Rehabilitation Employee
44	Court Support Specialist
47	Disability Leave Appeal
46	Disability Retirement Benefits
7	Dues Check-Off
40	Educational Facilities
	Exhibit 1 - Bargaining Unit ~~Employees~~ Classifications
	Exhibit 2 - 2016 Healthcare Redesign – 2017 Rates
38	General Provisions
3	Grievance Procedure
50	Group Health/Life Insurance
16	Health Services
21	Holidays
24	Injuries
8	Internal Affairs
12	Job Description and Appeal
49	Labor-Management Committees
22	Leave
5	Management Rights and Scope of the Agreement
14	Mergers of Other Police Departments
23	Military Leave
41	Non-Discrimination Clause
27	Off-Regular Duty Law Enforcement Service
28	Overtime Compensation
48	Performance Evaluation Appeal
36	Premium Pay
34	Prevailing Rights
18	Promotional Examinations and Policies
1	Purpose and Intent
2	Recognition of Association
30	Retirement Benefit
9	Rights of Employees in Departmental Disciplinary Matters
15	Rules and Regulations
19	Safety Standards, Equipment and Supplies
20	Seniority
6	Services to the Association
42	Severability Clause
31	Special Wage Provisions
~~51~~ 52	Term of Agreement and Reopening
17	Toxicology and Alcohol Testing

39	Transfers, Schedules and Shift Rotations
29	Travel Reimbursement
33	Unfair Practices
43	Vehicles
13	Voting
35	Wages