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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: March 2, 2010

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 14(A)(2)

From: George M. Burgess
County Manager

Resolution No. R-287-10

Subject: Approval of 2008-2011 Collective Bargaining Agreement Between Miami-Dade County and the Dade County Police Benevolent Association Law Enforcement Supervisory Unit

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Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached successor 2008-2011 Collective Bargaining Agreement between Miami-Dade County and the Dade County Police Benevolent Association Law Enforcement Supervisory Unit.

Scope
The impact of this agenda item is countywide.

Fiscal Impact/Funding Source
Implementation of the provisions included in this agreement will save the County $1.451 million as compared to continuation of the status quo with respect to all elements of the agreement except for the cost of living adjustments. When comparing the cost of living adjustments included in this agreement with the previous three year agreement, that savings increases to $5.141 million. The positions covered by this agreement are included in the Miami-Dade Police Department and the Corrections and Rehabilitation Department, and supported by the countywide general fund.

Track Record/Monitor
The Human Resources Department will oversee this contract and the Director of Employee and Labor Relations monitors and oversees the administration of this collective bargaining agreement.

Background
A combination of factors – including an historic recession, tax-reduction legislation from the state and the Board's policy decision to maintain a flat millage rate – required to County to take unprecedented steps to close a budget gap of more than $400 million in the FY 2009-10 budget. At the Mayor's recommendation, the Board reduced the line item for employee salaries by 5 percent and froze both merit increases and longevity bonuses. The Board took the further step of suspending both flex and premium pay, as well.

While we were able to implement these actions in short order for employees who are not represented by a collective-bargaining unit, the vast majority of employees could not be impacted until new contracts were negotiated with the labor unions that represent them. The Board approved four of those contracts last month. This item and its companion items represent the culmination of those negotiations for three more of our unions. Despite some differences between them, the central compromise that spans them all was the agreement that employees will contribute 5 percent of their base salaries toward the County's cost of providing group health insurance coverage. For a variety of reasons, the

unions and the administration find this more advantageous than a simple 5 percent cut, and we are pleased to have found a palatable solution to this most difficult problem.

All these unions showed great leadership and civic responsibility by agreeing to the concessions that are discussed below. None of us take any joy in asking our employees to agree to these terms, but we should all be proud that they overwhelmingly approved them, agreeing to share our collective burden and face our current challenges as a team. If the board approves these items, it will have completed negotiations with nine of the County's ten unions.

Collective bargaining negotiations produced the attached contract, which was ratified by the Union and is now being submitted for your approval. The following is a summary of the primary contractual changes affecting the employees covered by this agreement.

This contract represents a fair and equitable agreement with the bargaining unit and is the product of good-faith negotiations between the parties. It recognizes the services provided by these public servants while ensuring the continued delivery of quality services to the public in a fiscally responsible manner. The following is a summary of the primary contractual changes affecting the employees covered by this agreement.

Term of Agreement

This is a three year contract for the period of October 1, 2008 through September 30, 2011.

Wages

- First Year: FY 2008-2009
  Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall be required to contribute 5 percent (5%) of their base wages from the time of the ratification of this agreement toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article 50, "Group Health Insurance".

- Second Year: FY 2009-2010
  Employees in bargaining unit classifications shall not receive a wage adjustment for FY 2009-2010.

- Third Year: FY 2010-2011
  Effective the beginning of the first pay period in July 2011, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.

Merit Increases and Pay Step Progression
Effective upon ratification of this agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be suspended. Effective one year from ratification of this agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be restored prospectively only.

Longevity Bonus
Effective upon ratification, the payment of longevity bonuses shall be suspended. Effective one year from ratification of this agreement, the payment of longevity bonuses shall be automatically restored prospectively only.

Flex Dollar Benefits
Effective upon ratification of this agreement, the County's contributions to the Flexible Benefits Plan shall be suspended. Effective one year from ratification of this agreement, the County's contributions to the Flexible Benefits Plan shall be restored prospectively only.

Disciplinary Action
The Association will have the option on behalf of a permanent-status bargaining unit employee to appeal the disciplinary actions of dismissal, demotion and suspension by utilizing the arbitration procedure contained in the agreement. Previously, the Association could not choose to appeal dismissals through final and binding arbitration.

Department-issued Weapons
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.

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.

Off Regular Duty Law Enforcement
Employees in the classifications of Police Lieutenant, Correctional Lieutenant and Police Captain 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 in the agreement, will be compensated at double their regular off-duty rate.

Entrance Pay Rate
For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications is 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 occurs after six (6) months (13 pay periods) based upon satisfactory or above job performance. Progression thereafter to the maximum step in the pay range is at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above job performance. Upon any entrance pay step adjustments to other sworn personnel, the County will make such other selective adjustments to the classifications covered by this bargaining unit as are necessary.

The requirements of Resolution R-130-06, 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 of

County Commissioners upon recommendation by the County Manager that it is in the best interests of the County to do so. Therefore, it is recommended that these requirements be waived for this Collective Bargaining 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 Manager. Accordingly, this agreement will be executed by the parties subsequent to its approval and ratification by the Board.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: March 2, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 14(A)(2)

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**

_____ **Ordinance creating a new board requires detailed County Manager'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**

5

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 14(A)(2)
3-2-10

RESOLUTION NO. **R-287-10**

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION LAW ENFORCEMENT SUPERVISORY UNIT

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 2008-2011 Collective Bargaining Agreement (CBA) between Miami-Dade County and the Dade County Police Benevolent Association Law Enforcement Supervisory Unit, in substantially the form attached hereto and made a part hereof and authorizes the County Manager 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 Manager for the reasons set forth in the County Manager's Memorandum.

The foregoing resolution was offered by Commissioner **Natacha Seijas**, who moved its adoption. The motion was seconded by Commissioner **Jose "Pepe" Diaz** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	aye		
Jose "Pepe" Diaz, Vice-Chairman	aye		
Bruno A. Barreiro	nay	Audrey M. Edmonson	aye
Carlos A. Gimenez	nay	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of March, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. ulc.

Lee Kraftchick

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION

LAW ENFORCEMENT SUPERVISORY UNIT

OCTOBER 1, 2008 TO SEPTEMBER 30, 2011

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PREAMBLE

THIS CONTRACT, is entered into between Miami-Dade County, Florida (hereinafter referred to as the "County"), and the Dade County Police Benevolent Association, Inc. (hereinafter referred to as the "P.B.A." or the "Association"), and said Agreement shall be effective on the 1st day of October, 2008, 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 affected by this Agreement.

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

ARTICLE 2 RECOGNITION OF ASSOCIATION

A. The County recognizes the Association as the exclusive collective bargaining agent of the employees within the bargaining unit covered by the Agreement, which shall include the following County job classifications: All permanent and probationary sworn Law Enforcement Officers holding the rank of Police Captain, Police Lieutenant, or classified as MDPD Criminalist Supervisor, Fingerprint Superintendent or Fingerprint Supervisor, employed by the Miami-Dade Police Department and sworn Correctional Officers holding the rank of Correctional Lieutenant.

B. 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.

C. Probationary and non-permanent employees shall continue to be governed by rules, regulations and 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.

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 organizational access at County facilities, including the exclusive right to a payroll deduction slot for employee organizations as certified by Chapter 447 and to address bargaining unit members during County time and/or on County property. Any request to vary must be approved 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. The Director of the Department shall respond in writing to the employee, with a copy to the

Association, within ten (10) calendar days of the receipt in Step 3. Nothing shall prevent the parties from agreeing to submit initial grievances to any step deemed appropriate in order to expedite a determination, provided that at least one grievance step shall always precede arbitration. Such request shall be made to the Director of Labor Management. The time limits set forth above may be waived only by mutual agreement in writing between the parties.

The time limits set forth in each prior step 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.

Prior to scheduling arbitration for an unresolved grievance either party may request a labor management committee meeting to discuss a pending grievance which has not been resolved through Step 4.

Step 5: Arbitration. If the decision of the Department Director has not satisfactorily resolved the grievance, the Association may request arbitration in writing to the Director of Labor Management no later than fifteen (15) working days after the rendering of such decision by the Department Director. At the arbitration hearing the aggrieved employee shall be accompanied by his Association representatives as may be appropriate. Both sides may be represented by legal counsel. The arbitrator shall have access to all written documents and statements pertaining to the grievance. The arbitrator shall render his decision no later than thirty (30) days after the conclusion of the final hearing. Copies of the findings of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties and shall be final and binding on both parties.

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

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

Witnesses and Expenses: Upon agreement of the parties, there shall be a certified court reporter at the hearing. The parties shall bear equally the expenses and fees of the mutually agreed upon court reporter, the arbitrator and all other expenses connected with a hearing. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. Employees required to testify will be made available; however, whenever possible, they will be placed on-call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant or are directly required to assist the principal P.B.A. Representative in the conduct of the case. In class grievances, the class shall be represented by the P.B.A. President. The intent of the parties is to minimize time lost from work. 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

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

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

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

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

E. Whenever the Employee Relations Department Director determines that an employee is misclassified, the employee shall always be placed in a current, appropriate classification, unless the Employee Relations Department Director determines that there is no existing appropriate classification. In such cases, the Employee Relations Department 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.

The County reserves the right and authority to establish, implement, revise, or modify policies, procedures, and all other rules and regulations including, but not limited to, Administrative Orders, Personnel Rules, Pay Plan, and Department Rules and Regulations, not in conflict with the express written provisions of this Agreement.

This right and authority shall include but is not limited to the County's right to revise promotional criteria and the duration of promotional eligibility lists.

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

1. To establish, implement, revise or modify policies, procedures, and all other rules and regulations including but not limited to, Administrative Orders, Personnel Rules, Pay Plan, and Department Rules or Regulations.

2. Determine the missions and objectives of the department;

3. Determine the methods, means and number of personnel needed to carry out departmental responsibilities;

4. Take such actions as may be necessary to carry out services during emergencies declared by the County Manager;

5. Discipline or discharge employees for proper cause in accordance with applicable sections of the Miami-Dade County Code, County Personnel Rules and Department Rules and Regulations;

6. Schedule operations and shifts;

7. Introduce new or improved methods, operations or facilities;

8. Hire, promote, transfer or assign employees;

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

10. Schedule overtime work as required.

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

ARTICLE 6 SERVICES TO THE ASSOCIATION

A. The County shall furnish the P.B.A. a copy of all written rules and regulations pertaining to the employer-employee relations, including but not limited to: County Manager's Administrative Orders, Personnel Rules, Manuals, Departmental administrative, divisional and training orders, Departmental staff studies, reports, written proposals affecting wages, hours and conditions of employment, employees work schedules (when the above are classified as public records,) and other materials regularly distributed to members of the bargaining unit.

B. Officers and Representatives

1. The Association has the right to select up to six (6) 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 department director and the Human Resources Director of Miami-Dade County by the Association. The President of the Association, if a County employee, shall be released from duty with pay to administer this agreement.

It is agreed to and understood by the parties that Association representatives may spend up to a cumulative total of thirty (30) hours per month, without loss of pay, with the prior approval of their supervisor, in the processing of grievances, administration of the Agreement, but not for the purpose of soliciting membership. The supervisor's approval shall not be unreasonably withheld.

2. Six (6) Association representatives 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 paragraph number one.

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 judgements 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 Department reserves the right to conduct reasonable investigations designed to uncover the facts in each case, but expressly agree to carefully guard and protect the rights and dignity of accused personnel. In the course of internal investigation, law enforcement

personnel will be treated as professionals. The investigative methods employed will be reasonable, and consistent with the law and ethics.

The Department will make every reasonable effort to obtain complainants statements under oath. Said complaints shall be taken and sworn to on a standard form.

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

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

1. Not Sustained; in that there is insufficient evidence to sustain the complaint.

2. Exonerated; in that the incident occurred, but employees' actions were justified, lawful and proper.

3. Unfounded; in that the complainant admits to false allegation; the charges were false or not factual or the employee was not involved in the incident.

4. Sustained; in that the allegation is supported by sufficient evidence to indicate that the employee did commit one or more of the alleged acts.

5. Sustained (Other): The investigation revealed that the employee committed a violation other than the original allegation(s). Each other finding must list a classification and have an incident violation cited.

C. Only "Sustained" and "Sustained (Other)" findings may be inserted in personnel records. "Not Sustained", "Unfounded", "Exonerated" findings shall not be inserted

in permanent personnel records or referred to in performance evaluations. "Sustained" and "Sustained (Other)" findings by the Review Panel, which will be comprised of sworn personnel, will be re-evaluated, if necessary, 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 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 all complaints and statements of the complainant and witnesses made against him, and any evidence relevant to the charges contained in the case file, in accordance with Florida Statutes 112.532 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 an administrative statement shall be given advance notice in order to arrange proper representation and legal assistance.

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

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

6. The employee 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 related to any disciplinary action being taken 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 Manager.

10. Any employee who is the subject of an internal investigation or department review panel will, in cases where findings or charges are "not sustained", exonerated or unfounded or who is exonerated through the disciplinary appeal process, has the right to have all documents and reports, excluding the County

"Advice of Personnel Action" or Personnel Change Document (PCD) forms, stamped "no longer in effect."

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

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

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

14. Upon the receipt of notice of the imposition of discipline, the affected employee or the Association shall, upon request, be given a copy of the complete Internal Review file in accordance with Florida Statutes section 112.532 at no cost to the employee or the Association.

15. Where an employee receives a Record of Counseling, after two (2) years of discipline-free service to the County, the Record of Counseling shall be 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.

16. 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 officer or his 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 state a violation of law, County rules and regulations, and/or Departmental rules, regulations and orders. No vague or ambiguous language such as "conduct unbecoming an employee" shall be used unless supported by specific incidences or charges.

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

a. 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 Miami-Dade County employees exclusive of appeals to the judicial system.

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

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

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

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

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

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

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

- The County shall have the sole right and authority to publish, establish, implement and maintain 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 exparte communication between the participants of the hearing and the Examiner.

- The parties to the hearing shall not initiate exparte communications with the County Manager's Office for the purpose of influencing the final appeal decision. This decision shall be based solely on the hearing record.

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

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 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 business days for submission of a rebuttal.

ARTICLE 10 CIVIL SUITS

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

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

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

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

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. 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 Department and Departmental personnel shall keep personnel matters confidential.

B. If more than one personnel file is maintained on employees, the County will ensure 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 he considers to be detrimental.

D. Employees will receive written notification when their personnel files, reports and/or memoranda, radio communications, GPS information and/or reports prepared by or related to the employee are reviewed or requested pursuant to Chapter 119 Florida Statutes as amended.

E. The County shall attempt to maintain current and accurate records of all employee personnel files. Employees are encouraged to review their personnel files on a periodic basis to ensure file accuracy.

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

ARTICLE 12 JOB DESCRIPTION AND APPEAL

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

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

C. If the Association is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in the last paragraph, request a hearing before the Human Resources Department 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 ensure 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 Department Director shall be final, subject to review by the County Manager.

ARTICLE 13 VOTING

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

ARTICLE 14 MERGERS OF OTHER POLICE DEPARTMENTS

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

fully governed by County policies and procedures and this collective bargaining agreement except as otherwise specifically provided for in the merger agreement.

ARTICLE 15 RULES AND REGULATIONS

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

ARTICLE 16 HEALTH SERVICES

A. Special risk employees will receive and are obligated to take physical examinations every five (5) years. This will include a blood corpuscle count along with sight and hearing tests 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 or substance abuse from legally prescribed drugs and recognizes his problem of alcohol or substance abuse; and wishes and agrees to obtain treatment for alcoholism or substance abuse shall suffer no disciplinary action or discharge as a result of his admission and recognition of his alcoholism or substance abuse problem, provided:

(1) He obtain treatment through professional counseling, membership in Alcoholics Anonymous, and/or other recognized treatment methods for alcoholism or substance abuse from legally prescribed drugs.

(2) He successfully controls his alcoholism or substance abuse problem as a result of treatment.

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

(4) The above provisions shall in no way condone or approve the illegal possession or use of a controlled substance but recognizes that employees may suffer substance abuse resulting from use of legally prescribed drugs.

F. Police Lieutenants 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.

G. HEART DISABILITY PROVISIONS:

(1) Condition of Impairment

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

(2) Eligibility

Any Police Lieutenant, Police Captain, or Correctional Lieutenant 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.

H. UNFIT FOR DUTY AND LIGHT/RESTRICTED DUTY

When covered 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 and 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 Department 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 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 agrees 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 test(s) to be used. If an employee tests positive, a second confirmatory test on the original specimen must be administered in a timely manner to verify the results before administrative action is taken. The County shall make a reasonable effort to provide employees with the results of a positive test within 72 hours of providing the specimen. However, failure to comply with this 72 hour notification provision shall not preclude the County from utilizing the positive test results in any administrative or disciplinary action up to and including dismissal as deemed appropriate in accordance with the applicable provisions of County Administrative Orders, the County Code, the Miami-Dade County Personnel Rules, and Departmental Rules and Regulations. All tests will be conducted in approved laboratories using recognized technologies.

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

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

ARTICLE 18 PROMOTIONAL EXAMINATIONS AND POLICIES

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

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

The County shall continue to have the right to affect revisions in promotional examination/screening procedures and criteria, notwithstanding, all employees hired after ratification of this agreement shall be eligible to sit for promotional examinations upon completing five years of continuous sworn full-time employment (immediately preceding the examination) with the County. 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 Director.

E. Employees evaluated by the Assessment Center for promotion will be afforded an opportunity to review and discuss the results of their assessment session with Assessment Center staff personnel. Application for such review and discussion will be directed to the Assessment Center Commander.

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) pay periods of the approved promotional vacancy, effective no later than two 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.

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 Department unless otherwise agreed.

ARTICLE 19 SAFETY STANDARDS, EQUIPMENT AND SUPPLIES

A. The parties acknowledge that law enforcement 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 unnecessarily 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 unnecessarily 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 ensure equipment is inspected and not subject to abuse.

C. 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.

D. The County will provide all Police Lieutenants and Police Captains soft body armor protection with an approved device. Vests will be made available to Criminalist III's and the Fingerprint Supervisor and Correctional Lieutenants prior to being assigned to work locations wherein a vest would be deemed appropriate by the Department. The County will also refurbish or reissue devices which become disfunctional under normal use.

(1) The wearing of the vest shall be optional; however, the Department has the sole authority to require employees to wear soft body armor due to hazardous operational conditions.

(2) 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 vests provided by the Department will be of a type which is designed to be worn under the standard uniform and in a manner which projects a neat appearance.

(3) Bargaining unit members are required to have soft body armor readily available to them while in an on-duty status. Readily available is defined as at a secure place in a departmental facility, with them or on their person as at a place where they are obtainable with minimum retrieval time. It is not the intention of this provision to delay manpower deployment for such time as employees may return home or to other location to obtain issued protective devices.

(4) The Department agrees to maintain a level of protection that is reasonable to every day encounters with the public. Threat levels consistent with special operations such as Special Response Team operations or raid activities will be maintained by special units and not subject to this provision.

(5) Nothing herein shall preclude a Police Lieutenant or Police Captain from purchasing and using body armor which is equal to or exceeds County minimum specifications, which is designed to be worn under the standard uniform. The County will incur no expense for such purchase.

E. The Miami-Dade Police Department will issue a semi-automatic handgun to all MDPD sworn bargaining unit members 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.

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

G. 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 part required for such repairs will be furnished by the employee at their expense.

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

I. 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.

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:

Total aggregate time within the Department.

Total aggregate time within the division.

Total aggregate time within the bureau or district.

Drawing lots.

Seniority shall accumulate for promotions within the same department and during paid absence because of illness, injury, vacation, military leave 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 captain gets demoted, his or her seniority will be a total of the time within the classifications of all lower ranks.

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

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

E. Bargaining unit employees will be noticed of departmental vacancies within the classified service and given the opportunity to apply and be considered for such positions.

F. Permanent employees may request assignment to vacant shift positions. Whenever possible within the needs of the department, as determined by the Commander, seniority will be considered in shift selection among uniformed Police Lieutenants within Police Services. This Section will not alter the present rotation system.

G. The definition of operational needs as contained in this Article shall remain the sole decision of the County.

ARTICLE 21 HOLIDAYS

A. The following shall be recognized County holidays:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Employee's Birthday
A Floating Holiday*

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

The County, at its discretion, shall retain the sole right and 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.

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 department shall receive equivalent administrative leave prior to the following April 1st. No employee shall be entitled to pay for such administrative leave if it is not utilized.

B. Holiday Leave:

1. Holiday leave shall be a term used to credit employees who are required to work on a holiday. Holiday leave may be used for the same purpose as annual leave and is payable upon separation.

2. Employees in the non-job basis bargaining unit classification of Police Lieutenant will have no maximum accrual of holiday leave.

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 up to a maximum of eight (8) hours per day. 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 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.

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.

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.

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

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

9. Job basis bargaining unit employees may receive payment for up to a maximum of eighty (80) hours per fiscal year (October 1 through September 30) of accrued unused holiday leave at the employee's current rate of pay, excluding any shift differential by effecting appropriate written request to the departmental payroll office each fiscal year during the months of May or November.

10. Job basis bargaining unit employees may elect, at their discretion with at least three (3) weeks advance notice to their concerned supervisor, to work up to a maximum total of five (5) County recognized Holidays per calendar year. Job-Basis bargaining unit employees, with prior supervisory approval, may request to work an additional five (5) County recognized holidays per calendar year. Such supervisory approval will not be unreasonably withheld. The parties agree that holiday work activity is understood to be based upon the employee's work assignment and workload requirements. Additionally, employees may be utilized on such holidays as determined appropriate by the Department. Nothing herein shall preclude the Department from directing employees to work other than the five (5) employee elected holidays.

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 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 Leave: Five (5) days of 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. Should an employee require additional time other than provided herein, he may request

that funeral leave be extended an additional work day and charged against accrued Holiday Leave. Such request, if made as part of the original leave request, shall not be denied. Emergency requests for such extensions, arising during funeral leave shall be granted by the Department whenever possible.

D. When, in the opinion of the Department Director, a probationary employee is unable to perform the full duties of a position because of some disabling factor, not job connected, the employee may be placed back on the eligible list, and re-employed when a vacancy exists when recovered from this 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

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

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

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

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

(d). Employees who retire or resign from County service will be eligible to receive payment for up to a maximum of 1,000 hours of accrued unused sick leave at the employees current rate of pay at the 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.

F. Special Risk Sworn Law Enforcement employees and Correctional Lieutenants 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.

G. Police Lieutenants, Police Captains and Correctional Lieutenants 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, or their heirs whichever is applicable shall receive 100% of their accrued unused sick leave paid at their current rate of pay at time of death or disability retirement.

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

1. The concerned Department has already established an Earned Leave Pool in accordance with the provisions of the Miami-Dade County Leave Manual.

2. Employees must be members of the Earned Leave Pool and have first exhausted all benefits of the Earned Leave Pool.

3. The Department may collect donations from employees of leave (annual, holiday, compensatory) designated for a specific sick employee who has been paid Earned Leave Pool benefits.

4. Leave collected is converted to dollars and paid to sick employee as directed, but not to exceed an additional 90 days of benefits after completion of Earned Leave Pool benefits.

5. There is no limit on the number of hours any employee can contribute.

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

ARTICLE 23 MILITARY LEAVE

A. Reserve Training: Any employee who is a member of the Armed Forces Reserve or of the National Guard will be granted military leave not to exceed 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 sworn bargaining unit employees on a system of matching contribution. The County will not be obligated to match more than $46, annually.

C. Burial Expenses - The County agrees to pay reasonable expenses up to a maximum of $15,000 for burial expenses for bargaining unit members killed in the line of duty.

D. When any bargaining unit employee is placed in light/ limited duty, the Department, at its sole discretion, shall have the option to assign them to any task compatible with such light/limited duty.

ARTICLE 25 ACTING RANKS

Any employee who is officially designated by the appropriate departmental 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

The provisions of this Article shall pertain solely to employees in the non-job basis bargaining unit classification of Police Lieutenant.

This Article shall be read in accordance with Article 28 Overtime Compensation.

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

When the Department requires Police Lieutenants 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 Police Lieutenants 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 Police Lieutenants to report for work on their day off, or on their regular day off due to riot, hurricane or any other emergency declared by the County Manager 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 Police Lieutenants to report for work on holiday, annual, or sick leave days a minimum of four (4) hours compensation is guaranteed at the overtime rate. Every attempt should be made by supervisors to not call back employees on holiday, annual or sick leave days unless under genuine emergency conditions.

E. Manpower Utilization

Since a Police Lieutenant is guaranteed four (4) hours of pay on a call-back, the County has the inherent right to utilize employees for the full time of the guarantee. Supervisors may, in their discretion as a convenience to employees, permit employees to leave work prior to the expiration of the guarantee period if the job assignment has been completed and no further assignments within the time period are foreseen. However, the Police Lieutenant continues on the clock until the end of the guarantee period (four (4) hours), and any other call back during this period would not be a separate call back qualifying for a separate guarantee.

F. Court Time

1. When the Department requires Police Lieutenants 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. A Police Lieutenant whose shift ends between 6:00 a.m. and 9:00 a.m., 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 section 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 for each court appearance.

2. <u>court time/shift extension</u>

When the Department requires Police Lieutenants 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.

G. <u>Shift Definition</u>

A work day commences with the beginning of a shift and normally extends for 24 hours. An exception to this is when Police Lieutenants' shift changes in that 24 hour work day period. An example would be when a Police Lieutenant 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.

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

ARTICLE 27 OFF REGULAR DUTY LAW ENFORCEMENT SERVICE

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

For each hour, or fractional part thereof, of service rendered to a permittee authorized in accordance 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.

Police Lieutenants, at the rate of $38.00 per hour.

Police Captains, at the rate of $40.00 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 two dollars and fifty cents ($2.50) 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 Worker's Compensation and County disability leave coverage.

G. Employees in the classifications of Police Lieutenant, Correctional Lieutenant and Police Captain 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 144 hours of off-duty while on annual, holiday or compensatory leave.

ARTICLE 28 OVERTIME COMPENSATION

Employees in the bargaining unit classification of Police Lieutenant shall be designated as non-job basis employees.

The provisions of this Article shall pertain solely to employees in the non-job basis bargaining unit classification of Police Lieutenant.

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

B. Overtime Compensation - Overtime, as defined above, shall be paid for at the rate of one and one-half (1 1/2) times the applicable hourly rate of pay, or the employee shall have the choice of receiving compensatory time. Compensatory time may be accrued to a maximum of 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. 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 employees' current job classification. Rather such employees shall be paid at a rate commensurate with the level of duties and responsibilities of the off-duty work as determined by the County.

ARTICLE 29 TRAVEL REIMBURSEMENT

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

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 Lieutenant, Police Captain and Correctional Lieutenant 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 46, 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. Employees in the classifications of Police Lieutenant, Police Captain, and Correctional Lieutenant 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 will be eligible to receive one hundred and fifty dollars ($150) per month. Employees eligible for this supplement will not be eligible for any portion of the $350,000 county contribution to the Police Benevolent Association's retiree health insurance program. As a matter of interpretation, it is agreed to between the parties that time served by employees in the County classifications of Police Lieutenant, Police Captain, and Correctional Lieutenant 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.

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 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 Lieutenant, Police Captain, and Correctional Lieutenant 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. Upon any entrance pay step adjustments to sworn personnel, the County will make such other selective adjustments to bargaining unit classifications as are necessary.

Effective upon ratification of this agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be suspended. Effective one year from ratification of this agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be restored prospectively only.

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%

Effective upon ratification, the payment of longevity bonuses shall be suspended. Effective one year from ratification of this agreement, the payment of longevity bonuses shall be automatically restored prospectively only.

ARTICLE 32 WORK SCHEDULES

A. Bargaining unit employees designated as job basis, as defined in the County Personnel Rules and Pay Plan, shall not be eligible for overtime compensation, except as provided in this Article.

B. The normal number of work hours will be forty (40) per week, however, job-basis employees may be required to work more than forty (40) hours per week as needed to accomplish their assigned duties. Job-basis employees who are directed to and work in excess of their normal work schedule may be granted administrative leave by the Department. Such leave will not be granted on an hour for hour basis or unreasonably denied. The County agrees to maintain the current departmental approved administrative leave practices in effect for those employees in job basis bargaining unit classifications.

C. When the Miami-Dade Police Department declares that an Emergency Mobilization Plan be implemented and Police Captains are assigned and required to work Alpha/Bravo shifts (12 hours) they will receive time and one-half the normal rate of pay or equivalent Compensatory time (at the employee's

option) for all hours worked in excess of eight (8) hours of work per day or 40 hours of work per week while working Alpha/Bravo shifts during the Emergency Mobilization.

D. When the Corrections and Rehabilitation Department declares that an Emergency Mobilization Plan be implemented and Correctional Lieutenants are assigned and required to work Alpha/Bravo shifts (12 hours), they will receive time and one-half the normal rate of pay or equivalent Compensatory time (at the employee's option) for all hours worked in excess of eight (8) hours of work per day or 40 hours of work per week while working Alpha/Bravo shifts during the Emergency Mobilization plan.

ARTICLE 33 UNFAIR PRACTICES

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

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

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

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

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

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

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

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

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

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

ARTICLE 34 PREVAILING RIGHTS

Unless specifically provided for or abridged herein, all benefits specifically authorized by the County or Department Director (not his agent) that are applicable to all bargaining unit members 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 his Agreement.

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

ARTICLE 35 WAGES

First Year 2008-2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall be required to contribute five percent (5%) of their base wages at the time of the ratification of this agreement toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article 50, "Group Health/Life Insurance".

Second Year 2009-2010

Employees in bargaining unit classifications shall not receive a wage adjustment for fiscal year 2009-2010.

Third Year 2010-2011

Effective the beginning of the first pay period in July, 2011 all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.

ARTICLE 36 PREMIUM PAY

Special assignment allowances shall be provided to bargaining unit employees as described below, after approved by the Department Director and the Human Resources Department Director, or as otherwise designated:

A. Upon ratification of this Agreement, 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 assigned full time or additional duties involving locating and removal of explosive materials shall receive two (2) pay steps.

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

E. Non-uniformed certified law enforcement personnel, when approved by the Miami-Dade Police Department Director are authorized an assignment allowance of $ 550.00 annually.

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

G. Correctional Lieutenants assigned to normal and regular supervisory duties will receive $100.00 biweekly. This pay supplement will remain in effect as long as the job classification of Correctional Lieutenant is designated as being job-basis in accordance with the provisions in the County Pay Plan.

H. Police Captains assigned to normal and regular supervisory duties will receive $100.00 biweekly. This pay supplement will remain in effect as long as the job classification of Police Captain is designated as being job-basis in accordance with the provisions in the County Pay Plan.

I. Fingerprint Supervisor who must be certified to testify in court shall be reimbursed the $75 certification fee.

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

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

L. Police Lieutenants regularly assigned to and actually operate aircraft, possessing an appropriate license who are not classified as Aircraft Operators, shall receive three (3) pay steps.

M. Night Shift Differential - Employees in bargaining unit classifications 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 2:00 p.m. to 10:00 p.m. shift will be eligible for this two (2) pay steps night shift differential.

N. Miami-Dade Police Department employees in the Fingerprint Supervisor and Fingerprint Superintendent classifications who possess latent print certification from the International Association for Identification (IAI) will receive a one (1) pay step salary supplement.

O. Sworn bargaining unit employees in the classifications of Police Lieutenant, Police Captain and Correctional Lieutenant 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 four percent 4% pay supplement. Other sworn bargaining unit employees who possess and maintain this certification as of July 24, 2001, are also eligible for this pay supplement.

P. Correctional Lieutenants who are designated as Certified Drill Instructors and assigned by the Department to the Corrections and Rehabilitation Boot Camp will be eligible to receive a one pay step supplement.

Q. Employees in the classifications of Police Lieutenant and Police Captain 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

R. 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 Lieutenant, Police Captain, and Correctional Lieutenant will be eligible for the following pay supplement:

Bargaining unit employees in the above referenced three (3) classifications who meet the above defined criteria will be eligible to receive a five percent (5%) pay supplement.

S. Employees with permanent status in the classification of Correctional Lieutenant 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.

T. Police Lieutenants who are designated by the Miami-Dade Police Department to function as Field Training Coordinators and all Police Lieutenants assigned to the

Basic Training Unit at the Training Bureau will receive a one (1) step pay supplement.

ARTICLE 37

This Article left intentionally blank

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

ARTICLE 39 TRANSFERS, SCHEDULES AND SHIFT ROTATIONS

A. It shall be the right of the Department Director to transfer employees between units within their Department 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 a transfer to another District or Bureau in order to enable the employee to arrange for an orderly change. Such notice shall contain date, shift, and location of the new assignment and the reason for such transfer. Transfers within the same District or Bureau shall require seven (7) calendar days notice prior to the transfer. The notice may be waived upon consent of the employee or if the transfer is declared an emergency by the Department Director or Division Chief. An emergency shall be an unanticipated occurrence as a result of which a prompt transfer is necessary to avoid a substantial loss of Departmental effectiveness or efficiency.

B. Transfers shall not be utilized as disciplinary action.

C. A proposed schedule will be posted thirty (30) days prior to any regularly planned shift rotation. Any other schedule change or transfer will be posted in accordance with the provisions of Paragraph (A). All notices may be waived by consent or for emergencies. The Department 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 his 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.

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 from the Miami-Dade Police Department assigned as instructors or staff to the South East 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.

G. Employees medically evaluated as fit for light or limited duty will be assigned to tasks and work locations consistent with their ability to perform, job classification and departmental needs. Usually, the assignments will be of such a nature that the employee will be utilized to augment the regular work force and not to displace those persons permanently assigned to the unit mission.

ARTICLE 40 EDUCATIONAL FACILITIES

The Department 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 Department. 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 Department 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 Code Section 2-11.17.

ARTICLE 44

This Article left intentionally blank.

ARTICLE 45 CAREER DEVELOPMENT TRAINING

A. The County will consider seniority in the assignment of officers to Career Development Courses authorized by the State Police Standards and Training Commission.

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

C. Bargaining unit personnel shall have priority consideration in selection to attend the F.B.I. National Academy and the Southern Police Institute supervisory training program. An Ad Hoc Committee shall make recommendations to the Department Director as to those employees who should be chosen for attendance. Committee membership shall include three (3) bargaining unit employees, one (1) Police Major and one (1) Division Chief.

D. Bargaining unit members may request Educational Leave, not to exceed five (5) calendar days, to attend professional training programs and seminars. This will be limited to one such experience per fiscal year and such attendance must be job-related to current or anticipated assignment or designed to enhance administrative/ managerial expertise.

If approved by the Department, such activity will be at no cost to the County except salary only for the approved leave period.

In reviewing requests for educational leaves of absence, the County retains the right to consider past training experiences as well as applicability to current or anticipated assignments. The County retains the right to approve requests in the manner required for other leaves of absence.

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 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 Department 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 Department Director's decision and shall be issued within thirty (30) days of the appeal hearing and shall be final, subject to review by the County Manager upon the employee's request and shall not be arbitrable.

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

ARTICLE 48 PERFORMANCE EVALUATION APPEAL

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

B. Any permanent employee who receives a performance evaluation 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.

C. Any permanent employee who receives a performance evaluation rating of less than satisfactory may appeal by first requesting a review of the Performance Evaluation by the Department Director or their designee(s), within ten (10) calendar days of receipt of the evaluation. The Department Director or designee(s) may recommend changes, alterations, or return the evaluation unchanged to the employee. If the decision of the Director or designee(s) is not acceptable to the employee, the employee may continue to appeal by making a request in writing to the Human Resources Department Director within ten (10) calendar days after receipt of the Department Director's or designee(s) decision. Employees shall not be eligible to appeal performance evaluations that are received while in a probationary status.

D. The Human Resources Department 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 Department Director from individuals outside the employee's department.

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

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

G. The employee may be represented at the hearing by a representative of their own choosing.

ARTICLE 49 LABOR-MANAGEMENT COMMITTEE

A. The parties agree that there will be a Labor-Management Committee in the Miami-Dade Police Department. This Committee will be established with 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. Committee will meet on County time at a mutually agreed to time and place and meetings can be called at the request of either party.

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

4. 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 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 provide a $5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in a High Option HMO Plan.

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

F. 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.

G. 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. 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. Effective one year from ratification of this Agreement, the County's contributions to the Flexible Benefits Plan shall be restored prospectively only.

ARTICLE 51 TERM OF AGREEMENT AND REOPENING

A. Upon ratification by the Association and approval by the Board of County Commissioners of Miami-Dade County, Florida, this Agreement shall be effective October 1, 2008 and shall continue in effect until September 30, 2011.

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, 2008 to September 30, 2011) another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is greater than the wage increase provided for under Article 34 Wages, the Association will have the right to request the reopening of negotiations with respect to Article 34 Wages only. Additionally, in the event that during the term of this Agreement another County collective bargaining unit successfully negotiates a new pay supplement or an increase in a current pay supplement that will be received by the majority of their bargaining unit employees, the Association will have the right to request the reopening of negotiations with respect to Article 35 Premium Pay 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, 2011 negotiations concerning modifications, amendments, and renewal of this agreement to be effective October 1, 2011.

This Agreement signed this _____ day of _____, 2010.

For the Dade County Police Benevolent Association Law Enforcement Supervisory Unit	For Miami-Dade County
_____ President	_____ County Manager
_____ Witness	_____ Dir. Human Resources Department
_____ Witness	_____ Dir. Employee and Labor Relations
_____ Witness	_____ Dir. Miami-Dade Police Department
_____ Witness	_____ Dir. Correction & Rehabilitation Department
_____ Witness	_____ Witness
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