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LABOR CONTRACT

Between

the

MIAMI-DADE COUNTY PUBLIC SCHOOLS

and the

FLORIDA STATE LODGE,  
FRATERNAL ORDER OF POLICE

July 1, 2015 through June 30, 2018

|                               |                   |
|-------------------------------|-------------------|
| Bargaining Unit Ratification: | February 29, 2016 |
| School Board Ratification:    | March 9, 2016     |

**MIAMI-DADE COUNTY PUBLIC SCHOOLS  
BARGAINING TEAM**

**Chief Negotiator**

**Mr. James R. Haj, Assistant Superintendent**

**Lead Negotiator**

**Ms. Gloria M. Arazoza, Administrative Director**

Mr. Jose L. Dotres  
Chief Human Capital Officer  
Office of Human Capital Manager

Major Carlos Fernandez  
Miami-Dade Schools Police Department

Mrs. Judith M. Marte  
Chief Financial Officer  
Financial Services

Major Hector Garcia  
Miami-Dade Schools Police Department

Mr. Scott B. Clark  
Risk and Benefits Officer  
Office of Risk and Benefits Management

Major Dermot Horgan  
Miami-Dade Schools Police Department

Chief Ian A. Moffett  
Miami-Dade Schools Police Department

Commander Ivan Silva  
Miami-Dade Schools Police Department

Mr. Ron Y. Steiger  
Chief Budget Officer  
Office of Budget Management

Ms. Kimberly D. Gaines  
District Director  
Compensation Administration

Deputy Chief Gerald D. Kitchell  
Miami-Dade Schools Police Department

Mr. Christopher J. Shinn, Principal  
Law Enforcement Officers Memorial High  
School

Mr. Michael A. Lewis  
Region Administrative Director  
Education Transformation Office

Ms. Enid Weisman  
Office of Human Capital Management

## **FRATERNAL ORDER OF POLICE (FOP)**

### **BARGAINING TEAM**

**Mr. Joe Puleo**  
**Chief Negotiator**

**Alejandro Palacio**  
**President**

Sergeant Jose A. Diaz

Officer Jose E. Garciga

Lieutenant Howard Giraldo

Officer Maribel Giraldo

Officer Orlando M. Gutierrez

Officer Steven N. Hadley

Officer Delio S. Jimenez

Officer Brian H. Levy

Lieutenant David A. Rodak

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## ARTICLE I -- GENERAL PURPOSES

**Section 1.** The parties understand that the objective of the Miami-Dade Schools Police Department (M-DSPD) includes the protection of life and property and the maintenance of order. The parties further understand that the organization and objective of the unit are the responsibility of the Board and the Superintendent.

**Section 2.** The School Board of Miami-Dade County, Florida, hereinafter called the Board or the Employer, and the Florida State Lodge, Fraternal Order of Police, hereinafter called FOP or the Union, recognize and declare that quality service is necessary to provide a quality education. It is the intent and purpose of the parties hereto that this Agreement shall promote and ensure a spirit of confidence and cooperation between the School Board and its employees.

**Section 3.** The School Board and the Superintendent of Schools, hereinafter called the Superintendent, have the constitutional and statutory authority, respectively, for the operation of M-DCPS in addressing the educational needs of M-DCPS.

**Section 4.** It is the purpose of this Agreement to provide, where not otherwise mandated by Constitution or statute, for the salary structure, fringe benefits, and employment conditions of the employees covered by this Agreement; prevent interruption of work and interference with the efficient operation of the school system; and, to provide an orderly, prompt, peaceful and equitable procedure for the resolution of differences, and the promotion of harmonious relations between the Board and the Union.

**Section 5.** Nothing contained herein shall be construed to deny any employees their rights and/or obligations under state law, State Board of Education Rules and regulations, or School Board Policies.



## ARTICLE II -- DEFINITIONS

Terms used in this Agreement shall be defined as follows:

- Section 1. Bureau** -- The administrative unit to which offices and divisions are administratively responsible.
- Section 2. Certification** -- The designation by PERC of an employee organization as the exclusive representative of the employees in an appropriate bargaining unit.
- Section 3. Collective Bargaining** -- The performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the determination of the wages, hours of work, and terms and conditions of employment.
- Section 4. Contract** -- The document which delineates the wages, hours, terms, and conditions of employment which were mutually agreed to as the result of collective bargaining.
- Section 5. Department** -- An operational unit within a division.
- Section 6. Detached Personnel** -- Any assignment in which a member of Miami-Dade Schools Police Department is assigned to work with and report to another law enforcement agency.
- Section 7. Division** -- The administrative unit to which departments and sections are administratively responsible.
- Section 8. Drug Screening** -- Drug and/or alcohol screening is a unique process conducted under certain circumstances, and by the protocol enumerated in the Drug-Free Work Place Policy Technical Guide, and as specified in Article XXII, G, of this Contract.
- Section 9. Emergency** -- Any situation which is not routine or generally anticipated, as determined by the Superintendent of Schools.
- Section 10. Exclusive Bargaining Agent** -- Florida State Lodge, Fraternal Order of Police (FOP) recognized by the public employer and certified by the Public Employees Relations Commission (PERC) as that designated or selected by a majority of public employees as their exclusive representative for purposes of collective bargaining.
- Section 11. Fiscal Year** -- July 1 of one year through June 30 of the following year.
- Section 12. Job Assignment** -- The school center or other location to which an employee is instructed to report to work by the administrative superior.

ARTICLE II (cont.)

- Section 13. Job Classification** -- The grade or classification in which the employee is currently assigned.
- Section 14. PERC** -- The Public Employees Relations Commission created by Section 447.003, Florida Statutes.
- Section 15. Policies** -- Policies established by the Board, under authority granted by state law.
- Section 16. School Board** -- The School Board of Miami-Dade County, Florida, the duly-elected board established under Section 230.03(2), Florida Statutes, which has the responsibility for the organization and control of the Miami-Dade County Public Schools.
- Section 17. Seniority** -- Full-time M-DCPS service in rank (Job Classification), pursuant to Article XV, A (Seniority).
- Section 18. Shift Assignment** -- Regularly scheduled hours that employees are expected to be present and performing duties.
- Section 19. State Regulations** -- That body of regulations adopted by the State Board of Education and the Department of Education of the State of Florida to clarify and implement state statutes which relate to education in the State of Florida.
- Section 20. Superintendent** -- The secretary and executive officer of the Board, who is responsible for the administration of the schools and for supervision of instruction in the Miami-Dade County Public Schools.
- Section 21. Union Representative** -- Those employees who have been designated by the Florida State Lodge of FOP to conduct official union business.
- Section 22. Unit** -- That group of law enforcement employees determined by the employer and FOP and approved by PERC to be appropriate for the purpose of collective bargaining. See Appendix A.
- Section 23. Work Location** -- The responsibility center to which an employee of the Miami-Dade County Public Schools Police is assigned to receive administrative services (e.g., pay check, sick leave records).
- Section 24. Workday** -- The total number of hours an employee is expected to be present and performing assigned duties.
- Section 25. Working Hours** -- Those specified hours when employees are expected to be present and performing assigned duties.

### **ARTICLE III -- RECOGNITION**

**Section 1.** Pursuant to Section 447.307(3)(b), Florida Statutes, and Order of the State of Florida, Public Employees Relations Commission (Certificate #1290) dated June 16, 2000, The School Board of Miami-Dade County, Florida recognizes the Florida State Lodge, Fraternal Order of Police, hereafter referred to as the FOP or the Union, as appropriate, as the exclusive bargaining agent for all Board employees within the bargaining unit, as specified in Appendix A, for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment.

**Section 2.** The Board or the Superintendent of Schools has the authority to designate positions to be managerial or confidential within the meaning of the Public Employees Relations Act (PERA). If such designation is deemed necessary, the FOP shall be immediately notified and advised as to the necessity of the decision. If the parties agree, a joint petition for a change in unit description shall be submitted to PERC. Nothing herein shall prohibit the FOP from appealing such a designation to PERC.

## **ARTICLE IV -- EMPLOYER RIGHTS**

The provisions of this Contract are not to be interpreted in any way or manner to change, amend, modify, or in any other way, to delimit the exclusive authority of the School Board and the Superintendent for the management of the total school system and any part of the school system. It is expressly understood and agreed that all rights and responsibilities of the Board and Superintendent, as established now and through subsequent amendment or revision by constitutional provision, state and federal statutes, State Board Rules and Regulations, School Board Policies, and established practice, shall continue to be exercised exclusively by the Board and Superintendent without prior notice or negotiations with the FOP, except as specifically and explicitly provided for in the stated terms of this Contract. Such rights thus reserved exclusively to the Board, the Superintendent, and their designated representatives, by way of illustration and not by way of limitation, include the following: selection, promotion, assignment, and transfer of employees; the evaluation of performance of employees; the separation, suspension, dismissal, and termination of police personnel for just cause; and, the designation of the organizational structure and the lines of administrative authority of M-DCPS.

It is understood and agreed that management possesses the sole right, duty, and responsibility for operation of the schools and that all management rights repose in it, but that such rights must be exercised consistently with the other provisions of the Agreement. Further, the FOP will continue to have the right to impact bargain regarding the exercise of employer rights, in accordance with applicable state law.

## **ARTICLE V -- NO-STRIKE PROVISIONS**

The FOP hereby agrees, on behalf of its members and all employees of the unit it is certified to represent, that it shall not authorize, initiate, or participate in a strike against the employer.

The FOP further agrees that neither it nor members of its certified unit shall support, in any manner, a strike against the employer by any other union or group of employees, nor any overt preparations, including, but not limited to, the establishment of strike funds, as defined in Florida Statutes. In addition, the FOP agrees to exercise all reasonable means to encourage employees it represents to return to work when notified by M-DCPS that a strike is occurring.

For the purposes of this Article, "strike" shall mean any extra-legal or extra-judicial concerted effort which results in work stoppage, work slow-down, failure to report for duty, absence of employees from their positions or work locations, submission of resignation, and/or the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with the 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, including the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

In the event the appropriate administrative and/or court proceedings determine that a violation of this Article has resulted, the employer may immediately seek relief from the Florida Public Employees Relations Commission, in accordance with Florida Statutes, Section 447.507, seeking the imposition of maximum penalties against those parties proven to have engaged in a strike, as defined in this Article.

The President and officers of the FOP, along with bargaining unit members of the FOP, agree to abide by Florida Statutes, Chapter 447.505, in that they will not participate in a strike against the Board by instigating or supporting in any manner a strike. The President and officers of the FOP agree to take all necessary and reasonable steps, including the holding of a press conference, to bring about an end to any strike involving the FOP's unit members. The failure of the President and officers of the FOP to seek an expedited resolution of the strike shall be evidence of the FOP support of said strike.

Nothing contained in this Article shall prevent the Board from disciplining the officers and official representatives of the FOP who are employees of the Board greater than other employees who participate in the strike. In addition, nothing shall preclude the Board from disciplining employees for engaging in a strike prior to an administrative or court determination. Employees disciplined for allegedly engaging in a strike shall have a hearing before an impartial hearing officer, pursuant to Article X, Section 2.

In addition, the parties shall treat violation of this Article as a breach of contract.

## ARTICLE VI -- GENERAL PROVISIONS

**Section 1.** The FOP and its members agree fully to abide by laws and regulations of the federal and state government prohibiting discrimination, to support actively and fully the current affirmative action policies, programs, and plans of the school system, and to actively encourage qualified applicants of all ethnic groups and both sexes to seek available promotional opportunities in M-DCPS.

**Section 2.** The FOP agrees to properly represent the interest of all employees in the bargaining unit, pursuant to Florida Statutes, Chapter 447.

**Section 3.** Members of the unit will have the opportunity to process complaints and grievances under the terms of this Contract, in accordance with procedures set forth in Article XI.

**Section 4.** The FOP recognizes the right and obligation of the Superintendent to manage the total school system. Nothing in this Contract is to be interpreted as interfering with the Superintendent's right to communicate with any or all members of the unit on any matter concerning policies, procedures, or operations of the school system.

**Section 5.** The FOP will be afforded the right to review proposed, amended, or rescinded Standard Operating Procedures (SOP), which impact terms and conditions of employment, prior to implementation.

**Section 6.** Any grievances filed and demands for impact bargaining shall be in accordance with applicable state law.

## ARTICLE VII -- NON-DISCRIMINATION

- A. The Union agrees to maintain its eligibility to represent all employees, continuing to admit persons to membership without discrimination on the basis of race, religion, color, national origin, gender, disability, age or marital status, sexual orientation, or linguistic preference and to represent equally, in collective bargaining, all employees without regard to membership or participation in, or association with, the activities of the Union.
  
- B. The Board agrees to continue its policy of not discriminating against any employee on the basis of race, religion, color, national origin, gender, marital status, sexual orientation, linguistic preference, disability, age, or membership or participation in, or association with, the activities of the Union. Complaints regarding sexual orientation or linguistic preference are not subject to the grievance/arbitration process. Such complaints may be addressed through the appropriate School Board Policy, federal agencies, and/or the court system.

## **ARTICLE VIII -- UNION ACCESS**

Non-employee Union Staff Representatives and employee Union Representatives shall be certified, in writing, to the Administrative Director for Labor Relations by the FOP. The Union agrees that activities by both Union Representatives and non-employee Union Staff Representatives shall be carried out in such a fashion as not to interfere with normal work production. Non-employee Union Staff Representatives shall not contact employees, including Union Representatives, during regular working hours without the approval of the applicable supervising administrator, and such approval shall not be unreasonably withheld. Non-employee Union Staff Representatives shall be permitted access to M-DCPS work sites regarding any critical incident when FOP legal services are needed for the purpose of conferring with the supervising administrator, and shall be allowed to conduct Union business in non-working areas during employees' duty-free time.

A critical incident is any situation involving a shooting, traffic investigation with serious injury, serious use of force involving injury, potential criminal arrest of an employee or an in-custody death.



## ARTICLE IX -- UNION REPRESENTATIVES

**Section 1.** The FOP has the right to select employees from within the bargaining unit, as herein defined, to act as Union Representatives. The names of the employees selected shall be certified, in writing, to Labor Relations by the FOP. It is agreed to and understood by the parties to this Agreement that Union Representatives may, without loss of pay, with prior notification to and approval of his/her supervisor, process grievances. It is agreed to and understood by the FOP that the Union Representatives shall process grievances and administer the labor contract in such a manner as not to disrupt normal Board activities and services. Such approval shall not be unreasonably withheld.

**Section 2.** Union Representatives shall be responsible for the transmission of such messages and information which shall originate with and are authorized by FOP or the Executive Board, provided such messages and information:

- a. which have been reduced to writing; and
- b. are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle calls, or any other interference with the employer's needs.

**Section 3.** Released time shall be granted for a FOP designated Union Representative to attend School Board meetings when there are scheduled agenda items which relate directly to wages, hours, terms and conditions of employment for FOP's unit members. When the designated Union Representative is not available, release time shall be granted for an alternate Union designated representative to attend said meetings, upon sufficient notice to the Chief of Police or his designee.

**Section 4.** Released time shall be granted to not more than 14 bargaining unit employees, for the purpose of representing the FOP during contract negotiations. It is further agreed that such released time shall be without loss of pay or emoluments.

**Section 5.** Designated Union Representatives or non-employee Staff Representatives shall be afforded reasonable access to information during the bargaining process and in the administration of this Agreement, such as, but not limited to, access to work locations, work location mail boxes, and work location unit meetings.

**Section 6.** Released time, when requested, may be granted to a Union Representative to assist a bargaining unit member involved in a critical incident. Furthermore, the Representative will be permitted the use of departmental vehicles when responding to critical incidents involving bargaining unit members. Prior approval must be given by the Police Chief or designee. The Union will be responsible for all fuel purchases during such travel. Departmental vehicles may be used for other union business, when approved by the Police Chief.

## ARTICLE X -- DISCIPLINARY ACTION

### Section 1. Notification

- A. Whenever an employee violates any rule, regulation, or policy, that employee shall be notified by his/her supervisor, as soon as possible, with the employee being informed of the rule, regulation, or policy violated. Every effort shall be made to have an informal discussion with the employee, prior to the issuance of any disciplinary action. No employee covered by this agreement shall be suspended, demoted or dismissed without just and sufficient cause.
- B. The Board agrees to promptly furnish the Union with a copy of any disciplinary action notification against an employee in the bargaining unit.
- C. There shall be no evaluation statement or reprimand placed in an employee's personnel folder unless the employee has first been given a copy.
- D. An employee who is absent without authorized leave for three consecutive workdays, and is considered to have abandoned the position, shall have the right to request of the Chief Officer for Human Resources a review of the facts concerning the unauthorized leave.
- E. The employer recognizes the employee's right to Union representation whenever the employee reasonably anticipates disciplinary action. When requested by the Union or employee, there shall be a Union Representative present whenever the employer meets with an employee concerning grievances, any formal disciplinary action, or investigatory interviews.
- F. Whenever possible, the Employer shall provide reasonable advance notice to the employee and the Union of meetings involving disciplinary action. The employee will be given two (2) working days notice regarding any meeting resulting in any formal disciplinary action or investigatory interviews, except in cases deemed to be an emergency.
- G. If an employee declines Union representation, pursuant to the provisions of this Article, the employee shall sign a Waiver of Union Representation. A copy of such waiver shall be obtained from the Union.

### Section 2. Dismissals, Suspensions, Demotions

- A. Employees dismissed, suspended or demoted shall be entitled to appeal such action to an impartial hearing officer who shall be provided for by the Board. The employee shall be notified of such action and of his/her right of appeal by certified mail. The employee shall have 20 calendar days in which to notify the School Board Clerk, in writing, of the employee's intent to appeal such action. The Board shall provide for an impartial hearing officer who shall set the date and place, mutually agreeable to the employee and the Board, for the hearing of the appeal. All such proceedings shall be conducted in accordance with School Board Policy 0133. The recommended order of the hearing officer shall not be binding on the Board, and the Board shall retain final authority on all dismissals, suspensions, and

## ARTICLE X (cont.)

demotions. The employee may not prevent or delay a dismissal or suspension by appealing the Board's final action. The employee shall be entitled to appeal such Board action, in accordance with this Agreement, any state statute, or Board policy. If the employee is not employed or has had a reduction in salary during the time of appeal of such dismissal, suspension or demotion and if reinstated by Board action, the employee shall receive payment for the days not worked or salary not received, and shall not lose any longevity or be charged with a break in service due to said dismissal, suspension or demotion.

Disciplinary action(s) taken against the FOP bargaining unit members shall be consistent with the concept and practice of progressive or corrective discipline (i.e., in administering discipline, the degree of discipline shall be reasonably related to the seriousness of the offense and the employee's record).

- B. This Section shall not be interpreted to be a waiver of any right to a hearing as prescribed by existing state statute or Board policy not herein enumerated.

### **Section 3. Cause for Suspension**

In those cases where any employee has not complied with Board policies and/or department regulations, but the infraction is not deemed serious enough to recommend dismissal, the Chief of School Police, may recommend suspension up to 30 calendar days without pay. All suspensions must be approved by the Superintendent, and must be for just cause.

### **Section 4. Internal Investigations**

The parties recognize that law enforcement personnel occupy a unique position in our community and, therefore, expect its law enforcement personnel to adhere to a standard of conduct which contributes to the safety and welfare of students and employees and harmonious community relations.

Accordingly, when a complaint about an employee is received and further administrative action is warranted, the following procedures will be implemented:

- A. 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 agrees 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.
- B. The findings of all Miami-Dade Schools Police Department Internal Affairs investigations shall be termed as:
1. Not Sustained; in that there is insufficient evidence to sustain the complaint.

ARTICLE X (cont.)

2. Exonerated; in that the incident occurred, but employee's actions were justified, lawful and proper.
  3. Unfounded; in that the complainant admits to false allegations; 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. Where a police officer is the subject of an investigation or interrogation, it is the intent of the Board to comply with provisions of Florida Statutes Chapter 112, Part VI, i.e., the Police Bill of Rights.

## **ARTICLE XI -- GRIEVANCE PROCEDURE**

### **Section 1. Purpose**

It is recognized that complaints and grievances may arise between the employer and any one or more employees concerning the application or interpretation of the terms and conditions of employment as defined in this Agreement. The employer and the bargaining agent desire that these grievances and complaints be settled in an orderly, prompt, and equitable manner so that the efficiency of M-DCPS may be maintained and the morale of employees not be impaired. Every effort will be made by the employer, employees, and the bargaining agent to settle the grievances at the lowest level of supervision. The initiation or presentation of a grievance by an employee will not adversely affect his standing with the employer.

In recognition of the importance of the role of the Union Representative in resolving problems or disputes between the employer and its employees, the Employer reaffirms its commitment to the active involvement of Union Representatives in the dispute resolution process set forth in this Article.

### **Section 2. Definitions**

- A. Grievance -- Formal allegation by an employee(s) that there has been a violation, misinterpretation, or misapplication of any of the terms and conditions of employment set forth in this Agreement.
- B. Aggrieved Employee -- Employee filing the grievance.
- C. Bargaining Agent -- The employee organization certified as the exclusive bargaining agent, pursuant to Chapter 447 of Florida Statutes.
- D. Days -- As referred to in the time limits herein, days shall mean specified working days (i.e., Monday through Friday).
- E. Letter of Inquiry -- Request in writing on proper M-DCPS form to Labor Relations seeking clarification of Miami-Dade County Public Schools Rules, state law, or this Agreement.

### **Section 3. Letter of Inquiry**

Either an assistant, associate, chief officer, Chief of School Police, or bargaining agent may send a Letter of Inquiry on the stipulated Letter of Inquiry Form to Labor Relations for the purpose of seeking a clarification of Miami-Dade County Public Schools Policies, state law, and/or terms and conditions of employment as set forth in this Agreement.

## ARTICLE XI (cont.)

Labor Relations shall respond, whenever possible, within 10 working days of receipt of the Letter of Inquiry. If the interpretation of the Letter of Inquiry is not satisfactory, a formal grievance may be filed, but in no event shall a Letter of Inquiry have to be submitted prior to the filing of a grievance.

### **Section 4. Procedures**

STEP I - - The aggrieved employee, with or without the Union Representative, shall discuss the problem or dispute with the lowest ranking supervisor, outside of the bargaining unit, within the aggrieved employee's operational area, within ten (10) working days (excluding weekends and holidays), of the occurrence or employee's knowledge of the occurrence resulting in the problem or dispute.

If, after discussion with the lowest ranking supervisor, outside of the bargaining unit, within the aggrieved employee's operational area, the problem has not been resolved, the grievance form shall be offered stating the specific article, section, and language alleged to have been violated, misinterpreted, or misapplied, within the same ten (10) working day period (excluding weekends and holidays), to the lowest ranking supervisor, outside of the bargaining unit, within the aggrieved employee's operational area, who will have ten (10) working days (excluding weekends and holidays), to render a decision.

STEP II - - If the grievance or dispute has not been satisfactorily resolved at Step I, the aggrieved employee may appeal the grievance to the appropriate Division Major, or the highest ranking supervisor/designee, outside of the bargaining unit, within the aggrieved employee's operational area, within ten (10) working days (excluding weekends and holidays), after the response of lowest ranking supervisor, outside of the bargaining unit, within the aggrieved employee's operational area's response is due. The appropriate Division Major, or the highest ranking supervisor/designee, outside of the bargaining unit, within the aggrieved employee's operational area, shall respond within ten(10) working days (excluding weekends and holidays), to render a decision;

STEP III - - If the grievance or dispute has not been satisfactorily resolved at Step II, the aggrieved employee may appeal the grievance to the Chief of School Police within ten (10) working days (excluding weekends and holidays). The Chief of School Police, or his/her designee, shall respond within ten (10) working days (excluding weekends and holidays), to render a decision.

Failure to observe the time limits for submission of a grievance, at any step, will automatically result in the grievance being considered abandoned. Failure to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.

A Union representative may call Labor Relations and receive a grievance number.

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

All responses required in Steps II and III above shall be directed to the employee, with a copy furnished to the FOP.

## ARTICLE XI (cont.)

The resolution of any grievance processed by a unit member without Union representation shall be in accordance with this Contract.

No more than two Union Representatives shall be present at any grievance hearing except, if warranted, the number of Union Representatives may be increased by mutual agreement.

It is understood and agreed by the employer, members of the unit, and the bargaining agent, that the resolution of complaints which are grievable or litigable shall be pursued through the grievance procedure until such remedy is exhausted.

The parties acknowledge that multiple grievances may be combined with the mutual agreement of the employer. Grievances of a general nature relating to the provisions of this Contract may be processed directly at Step II by the FOP.

### **Section 5. Arbitration**

- A. If the decision of the Chief of School Police or his/her designee has not satisfactorily resolved the grievance, the FOP may request arbitration, in writing, to Labor Relations, no later than 15 working days after the rendering of the decision by the Chief of Police or his/her designee. Upon receipt of request for arbitration and, in no event later than 15 working days, Labor Relations shall set in motion the necessary procedure to expedite an early hearing by the arbitrator.

The Union shall have the exclusive right to advance a grievance to arbitration in accordance with applicable state law.

Nothing contained in this Article or elsewhere in this Agreement shall be construed to permit the Union, unless by mutual consent, to file an issue for arbitration that has not been processed through the grievance procedure.

- B. It is further understood and agreed that the aggrieved employee(s) shall be granted released time to attend formal proceedings, as described herein, which are held during working hours. The agents of M-DCPS and the FOP shall mutually agree on the number of employee witnesses to ensure a full hearing on the merit of the issues for which said employee witnesses shall be granted released time to testify. If no agreement can be reached, the number of released employees with pay shall not exceed four.
- C. At the arbitration hearing, the aggrieved employee shall be accompanied by the FOP Representative. The arbitrator shall render his/her decision no later than 30 days after the conclusion of the final hearing. Such decision shall be final and binding and made in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.
- D. **SELECTION:** The arbitrator shall be selected and shall conduct the arbitration proceedings in accordance with the rules established by the Federal Mediation Conciliation Service or the American Arbitration Association.

**POWERS:** The Arbitration Award shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issue submitted. The arbitrator shall limit his/her

ARTICLE XI (cont.)

decision to the application and interpretation of this Agreement and the arbitrator shall have no right to amend, modify, nullify, ignore, or add to the provisions of this Agreement. The cost of the services of the arbitrator shall be shared equally by both parties to this Agreement.

- E. Suspensions, dismissals, reduction-in-force, and demotions are not arbitrable.



## ARTICLE XII -- WORKING CONDITIONS

### Section 1. Work Scheduling

- A. The standard number of working hours during any standard work week will normally be 40 hours.
- B. The normal work week shall consist of no more than five consecutive eight hours work days or four consecutive days of ten hours at the regular rate of pay.
- C. Employees shall be entitled to two days off after a five-day normal work week and three days off after a four-day normal work week.
- D. Seniority within rank shall be a consideration in the assignment of days off and shifts which shall be bid once a year and the results posted by the last day of June.
- E. Employees shall be entitled to be paid at the rate of one and one-half times their normal rate of pay for all duty hours performed in excess of eight hours per day or 40 hours per week.
  - 1. The rate of pay for employees who weekly perform two or more M-DCPS jobs shall be governed by the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.
  - 2. Employees shall have the option of receiving compensatory time in lieu of overtime pay at a rate of one and one-half times the amount of overtime worked.
  - 3. Compensatory time off must be taken in the same fiscal year in which it is granted. Accrued compensatory time shall not be carried over into the next fiscal year. Payment for such authorized, accrued compensatory time will be made in the last pay period of the fiscal year.
  - 4. The maximum number of hours of compensatory time which an eligible M-DCPS employee may accrue is 60 hours (i.e., 40 hours of employment at time-and-one-half).
- F. Work schedules will not be altered by changing the number of hours per day or number of days per week, except as required because of emergency conditions or factors beyond the Board's control. With the exception of inservice training, the Chief of School Police shall not adjust employees' work schedules in reference to shifts and hours worked without 10 working days' prior written notice and/or to avoid the payment of overtime without the approval of the employees. With the exception of regularly scheduled firearms training, assigned training shall be excluded from these provisions. In the event that overtime is necessary and can be pre-planned, employees shall be asked to accept such assignments on a voluntary basis, subject to the staffing requirements of the Department.

## ARTICLE XII (cont.)

- G. Regular Midnight Shift - - Employees who work a regular shift between the hours of 10:00 p.m. and 6:00 a.m. shall have their salary increased by six percent, effective at the start of the next period following such assignment, and shall receive such pay for the duration of the assignment.

Regular Afternoon Shift - - Employees who work a regular afternoon shift shall have their salary increased by four percent (4%), effective on the first day of such assignment, and shall receive the four percent (4%) increase for the duration of the assignment.

- H. M-DCPS agrees to establish and maintain overtime rosters by work locations/ stations to ensure equal distribution of overtime to unit members.

### **Section 2. Request for Transfer**

- A. A unit employee may request a transfer to an open, vacant position. A unit employee seeking a transfer will submit the request in writing to the work locations/stations Command Staff with a copy to the Chief of School Police.
- B. It shall be the right of the Assistant Chiefs to transfer employees within the Department for reasons that will improve effectiveness or efficiency, 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 10 working days prior to the transfer in order to enable the employee to arrange for an orderly change. Such notice shall contain date, shift and location of new assignment. The 10 day notice may be waived upon consent of the employee or if the transfer is considered an operational necessity by the Chief of School Police or designee. An operational necessity shall be an unanticipated occurrence as a result of which a prompt transfer is necessary to avoid a substantial loss of Departmental effectiveness or efficiency.
- C. A proposed schedule will be posted 45 days prior to any regularly planned shift rotation. Any other schedule change or transfer will be posted 10 days prior. Forty-five or 10 day notices may be waived by consent or for emergencies.
- D. Except in an emergency situation, whenever a shift rotation occurs, employees will be entitled to at least eight hours off-duty before returning to work. An employee may not be required to use 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. The requirement does not apply to an assignment effected at the employee's request.
- E. Schedules may be adjusted by the Department to allow for training as part of the normal work week or work day in place of the regularly scheduled shift.
- F. The Department of School Police will not reassign a SRO once assigned without consultation with the principal and Region Center staff.

ARTICLE XII (cont.)

**Section 3. Layoffs and Recall**

- A. A layoff is the separation of an employee for lack of work or funds, without fault or delinquency on the employee's part.
- B. Employees affected by a layoff shall be notified at least 10 working days prior to the effective date of layoff and informed of the approximate duration of the layoff, if known.
- C. Layoff will be by seniority order within the affected job classification. Job classification shall be defined as bargaining unit members in the ranks of Lieutenant, Sergeant, and Officer. Layoff will be with the least senior employee laid off first in the order of Officer, Sergeant, and then Lieutenant. Recall will be in reverse order, with the senior employee recalled first. No other criteria will be used to determine who is laid off or recalled.
- D. Laid off employees shall be given at least two weeks' notice of recall. The employee must notify the employer within three days after receipt, thereof, of an intention to return for work at the designated time within two weeks after receipt of notice. Failure to give timely notice of intention of return or failure to return by the designated time may result in loss of seniority rights and termination.
- E. Employees laid off shall be eligible for recall for a period of 12 months. Recall shall be in reverse order of layoff. Employees recalled shall resume their place on the salary schedule and retain any sick leave and vacation accrued prior to the layoff and in accordance with state law.
- F. In the event the FOP bargaining unit members are laid off, the employer shall notify each employee subject to layoff by certified mail, return receipt requested, at least 10 working days prior to the effective date of layoff.
- G. In the event the FOP bargaining unit members are laid off, each employee subject to layoff shall be entitled to payment by the employer for the actual number of his/her accrued vacation days up to a maximum of 62.5 accrued vacation days.

**Section 4. Call Back, Holdover, Court Time, and Special Emergencies**

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

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

- B. HOLDOVER

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

## ARTICLE XII (cont.)

### C. CALL BACK

When the Department requires an employee to report for work on a regularly scheduled day off, holiday, vacation or sick leave day, a minimum of four (4) hours compensation is guaranteed at the overtime rate. Every attempt should be made by supervisors not to call back employees unless there is an operational necessity. Since an employee is guaranteed four (4) hours of pay on call back, the Department has the inherent right to utilize employees for the full time of the guarantee.

When call-back is necessary, due to emergency conditions which result in school closings as determined by the Superintendent, employees who are called back shall be compensated at an established rate of two times normal salary for the call-back time worked. There shall be no compensation for employees who fail to report to work on such days, except as provided by this Contract.

### D. "ON-CALL/STANDBY" Status

1. Definition -- "On-Call/Standby" status, for the purpose of this section, shall be defined as that time when an employee is subject to call on a regular day off, on a preassigned basis, and expected to respond to duty.
2. When the Department requires employees in an "on-call/standby" status to report for work on a day off, a minimum of four (4) hours compensation is guaranteed at the overtime rate. Any time worked beyond four (4) hour will be compensated at the overtime rate.

### E. Court Time/Shift Extension

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

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

## **Section 5. Acting Appointments**

The Chief of School Police may appoint, on an "Acting" basis, a permanent employee to fill a vacancy resulting from the absence of a job incumbent due to Board-approved leave. Employees appointed on an "Acting" basis shall satisfy all minimum qualification requirements of the applicable position. An employee appointed to an "Acting" position for more than five working days shall receive a one-step pay increase effective the first day of the appointment to the "Acting" position. The employee shall revert to his/her previous rate of compensation upon termination of "Acting" status. "Acting" appointments may not exceed 90 calendar days, unless mutually agreed to by M-DCPS and the Union. Written notification of "Acting" appointments and the termination of such appointments will be provided to the employee and the Union.

ARTICLE XII (cont.)

**Section 6. Special Duty Assignments**

- A. The Chief of Police may, in response to operational and/or programmatic demands, assign a permanent employee(s) to Special Duty Assignment (SDA) in one of the following areas with accompanying supplemental compensation indicated as a percentage of base pay or annual supplement, as appropriate:
- \* Detached Personnel (4%) (law enforcement agency or police academy)
  - \* Field Training Officer (4% of base Pay)Letter
  - \* K-9 Officer (4% of base pay)
  - \* Youth Crime Watch (2.5% of base pay paid by assigned school)
  - \* Detective and Detective Supervisor (4% of base pay)
  - \* Public Information Officer (4%)
- B. The following position assignment is lateral and does not have supplemental compensation:
- \* Honor Guard
- C. Personnel may be detached from a primary assignment to a temporary duty assignment when it is deemed necessary by management to address operational and/or programmatic demands. The Police Chief reserves the right to detach employees to positions outside the department. There will be no designated time period for a detached position, due to the nature of the assignment.
- D. M-DSPD shall maintain job descriptions for all Special Duty Assignments to include minimum and special qualification requirements for assignments to Special Duty.
- E. Special Duty Assignments shall be announced in advance, whenever possible. The announcement will include:
- \* filing period;
  - \* a statement of duties and responsibilities;
  - \* qualification requirements;
  - \* procedures for applying; and
  - \* the applicable selection process and procedures.
- F. Under no circumstances shall an employee be entitled to more than one Special Duty Supplements. The Chief of School Police may make an exception to this limit based upon staffing or operational requirements.

**Section 7. Extra Duty and Overtime Conditions**

- A. Overtime assignments must be approved by the immediate supervisor and reviewed by the appropriate Command Staff personnel.
- B. If temporary Extra Duty is cancelled and the employee did not receive 24-hour notice, the employee will be entitled to a three hour minimum payment.

## ARTICLE XII (cont.)

- C. No employee of the department will be allowed to work more than 16 consecutive hours in a 24-hour period without having a minimum break of six hours.
- D. An employee shall not work more than 32 hours of overtime during the scheduled work week (64 hours per pay period) unless authorized in writing by the Chief of School Police.
- E. Employees will not receive cash payment for any service performed. All payments for extra duty and overtime services will be processed through the Payroll Department.

### **Section 8. Harassment**

- A. Employees shall be free from unnecessary, spiteful, or negative criticism or complaints by administrators and/or other persons. Under no conditions shall management representatives express such complaints or criticisms concerning an employee in the presence of other employees, students, or parents, nor shall anonymous complaints be processed.
- B. Employees will not be subjected to harassment, abusive language, upbraiding, insults, or unlawful interference by a parent or other persons in the performance of the employee's duties.

### **Section 9. High Stress Incidents**

- A. An employee who is involved in a shooting, or other high stress incident as determined by the Chief of School Police, shall have access to a licensed mental health professional through the M-DCPS Employee Assistance Program. The employee's choice of service provider will be limited to those who participate in the health insurance plan in which the employee is enrolled.
- B. The Chief of School Police may assign an employee who is involved in a shooting, or other high stress incident, to an administrative assignment until such time as it is determined that the employee is fit to return to their regular assignment.
- C. An employee who is required to surrender his/her weapon following a shooting incident to an authority having jurisdiction, will be issued a replacement weapon, if necessary, for which the employee is qualified to use.

### **Section 10. School District Events**

Bargaining unit members shall have the right of first refusal to provide security for all School Board sponsored K-12 functions/events/activities where a law enforcement presence is necessary. The right of first refusal applies to K-12 and only after an employee's work hours.

Procedures governing this provision shall be developed by the Chief of Police.

### **ARTICLE XIII -- BREAKS**

Break time for employees shall be a 30-minute lunch break and two 15-minute breaks in work assignments of six hours or more, one break in each half of the work assignment. The scheduling of breaks shall be determined by the immediate supervisor. When feasible, lunch and other breaks may be combined, as long as such combining is approved by the immediate supervisor prior to the taking of the break. Break time privileges are to be exercised only under circumstances that do not interfere with the objectives of the department. Breaks shall be immediately terminated whenever a crisis or emergency situation exists.

## ARTICLE XIV -- BULLETIN BOARDS

**Section 1.** The Miami-Dade County Public Schools (M-DCPS) shall provide a Covered Bulletin Board at each work location/station and the District M-DSPD office for the posting of FOP or FOP Lodge 133 notices, which shall be at least two feet by three feet in size. Postings by the Union on such boards are to be confined to official business of the Union and on the Union's official letterhead. Union stewards shall be provided with access to a key for the Union bulletin boards. The employer shall not remove, tamper with, or alter any notice posted by the Union, unless such notice is harmful to the Board. Any such notice removed by the Board shall be re-posted if the Union's position is sustained through the grievance process.

**Section 2.** The Board shall provide an updated and corrected seniority list in each work location/station every six months. The list will show both departmental (date of certification) and work location/station seniority dates.



## ARTICLE XV -- SENIORITY

### Section 1. Preamble

- A. Seniority shall, for the purpose of this Article, be defined as time-in-rank. Where seniority by time-in-rank is equal, total continuous service with M-DCPS shall be utilized to determine seniority order. If all of the above are equal, the M-DCPS-assigned employee number will constitute the tiebreaker.
- B. Seniority will be a consideration in assignment of days off and shift assignment. Seniority will be a consideration in the assignment to special duty and promotion.
- C. The employer agrees to provide an updated departmental seniority list to work locations/stations every six months. A copy will be forwarded to the Union via certified mail. If no protest is made within 30 days, the list shall stand as correct, unless clerical errors are discovered. The most current seniority list shall remain posted at all times in each work location/station.

### Section 2. Loss of Seniority

Seniority shall be severed only by discharge for just cause, voluntary termination, layoff for a period of three years from date of last employment, failure to respond to Notice of Recall, or unauthorized leave of absence.

## **ARTICLE XVI -- PROBATIONARY EMPLOYEES**

Employees who are new in the system shall be considered probationary for the first 260 days of regular full-time duty after certification or date of employment, if certified. Thereafter, they shall be considered permanent employees, not subject to annual reappointment pursuant to any School Board Policy. During such probationary period, the employee may be terminated without cause.

## ARTICLE XVII -- SAFETY

The parties acknowledge that law enforcement is, by its very nature, a hazardous occupation and employees understand that the nature of the work exposes them to health and safety risks. M-DCPS will make a reasonable effort to ensure that its vehicles, equipment, and work environment do not unnecessarily jeopardize employee health, safety, and welfare, or place them at risk beyond that normally associated with law enforcement work.

All safety equipment issued by M-DCPS which is supplied with a manufacturer's recommended replacement date will be replaced by M-DCPS on, or before, the recommended replacement date. Officers will be issued the needed tools and will be equipped to handle all aspects of their assigned duties.

To the extent possible and within the limitations imposed by the performance of defined job duties, employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner as prescribed by the Department's Standard Operating Procedure #8, which is incorporated and made part of this Agreement by reference. Refusal or failure to follow safety rules and regulations may result in appropriate disciplinary action, including dismissal.

## **ARTICLE XVIII -- TOBACCO-FREE WORK PLACE**

The parties seek to foster the health and safety of all M-DCPS employees, students, and visitors. Smoking poses a significant risk to the health of the smoker. It can damage sensitive technical equipment and can be a safety hazard. Use of other tobacco products also poses a significant risk to the health of the user. Use of tobacco products is prohibited in areas where students are located or where there is sensitive or hazardous material.

Use of tobacco products is prohibited on Board-owned/leased properties and vehicles.

All current and potential employees will be informed of the M-DCPS Tobacco-Free Work Place Policy.

## **ARTICLE XIX -- M-DCPS/FOP LABOR-MANAGEMENT COMMITTEE**

There shall be a M-DCPS/FOP Labor-Management Committee, which will consist of not more than seven members who shall be designated, in writing by the FOP, and not more than seven members designated by the Chief of School Police. The Labor-Management Committee shall meet on a quarterly basis or at other times by mutual consent. These meetings shall be held without loss of pay. The purpose of these meetings will be to discuss with employees problems and objectives of mutual concern not involving grievances or matters which are proper subjects of collective bargaining between the parties.

The M-DCPS/FOP Labor-Management Committee may address other issues by mutual agreement.

## **ARTICLE XX -- LEAVES, VACATIONS, AND HOLIDAYS**

### **Section 1. Voting Leave**

The Board agrees to allow, whenever possible, an employee who is a registered voter one hour off with pay, to vote in each local and general election. The employee may take the first or last hour of the workday with the approval of his/her immediate supervisor. The employee may be required to show proof of registration prior to being granted voting leave.

### **Section 2. Military Leave**

A full-time regular employee of the Board may be granted a military leave of absence provided that:

- A. The employee volunteers into the Armed Services.
- B. The employee is recalled to active service from a reserve status. The employee who is recalled for annual military responsibility will receive up to 17 calendar days with pay.
- C. Full-time employees who are either drafted or are already members of the active or retired reserves of the United States Armed Forces (but not enlistees) who are involuntarily called to active duty shall have their health, life, and flexible benefits coverage continued by the Board for the period of their approved leave.
- D. The first 30 calendar days of military service by full-time employees are compensable at full pay upon verification that the employee has completed 30 days of service. Subsequent to the first 30 days of service, the Board will provide military pay supplements to full-time employees who are reservists or members of the National Guard, involuntarily called to active duty after September 11, 2001. This supplement shall be the difference between the employee's salary and their military base pay (exclusive of allowances for quarters, rations, variable housing allowances, or other special pay). When an employee's military base pay equals or exceeds the employee's regular rate of pay, no military pay supplement will be awarded.

### **Section 3. Parental Leave**

A parental leave of absence without pay may be granted to an employee for the purpose of childbearing and/or child rearing as follows:

- A. A regular full-time employee who is an expectant mother may be granted parental leave at the employee's request. If this leave falls within the school year, an approximate time shall be given as to when the employee expects to return. The employee's health care provider must approve her return to duty, in writing.
- B. An employee adopting an infant child (i.e., one year of age or less) shall be entitled to request leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody, if necessary, in order to fulfill the requirements for adoption.

## ARTICLE XX (cont.)

- C. A male employee shall notify the Chief of School Police, in writing, of his desire to take parental leave to begin at any time between the birth of his child and one year thereafter. Except in cases of emergency, the employee shall give such notice at least 30 days prior to the day on which the leave is to begin.
- D. An employee who is granted a parental leave of absence, pursuant to the above, shall have the following re-employment rights:
  - 1. When an employee notifies the Chief of School Police, and the Chief Officer for Human Resources of the desire to return to active employment after parental leave, except for employees who return early, said employee shall, if possible, be assigned to the same position which the employee held at the time the leave commenced.
  - 2. If that position is no longer in existence, the employee may be assigned to a substantially equivalent position.
  - 3. Early return from parental leave requires the permission of the employer.
- E. The maximum period for which parental leave may be granted is one year (12 months).
- F. Pregnant employees may utilize any accrued sick leave or accrued vacation prior to going on parental leave. The employee may request an additional year of leave which will be personal leave. Therefore, the total time granted for the same childrearing, pregnancy, or adoption cannot exceed two years.

### **Section 4. Personal Leave With Pay**

With prior notification, full-time employees who are eligible to accrue sick leave may use up to a maximum of six days personal leave with pay per year, provided that such days shall be charged against the employee's currently accrued sick leave. This leave is non-cumulative.

### **Section 5. Personal Leave Without Pay**

Leave of absence for personal reasons, not to exceed 30 days, may be granted to full-time regular employees of the Miami-Dade County Public Schools, if approved by the Superintendent, subject to the following guidelines:

- A. No wages or salaries shall be paid during such leave, except as provided in other sections of School Board Rules.
- B. All such leaves in excess of 30 consecutive workdays shall be approved by the Board, except for those granted in accordance with provisions of the Workers' Compensation Law.
- C. Re-employment rights to a position of like status shall be protected.
- D. Such leave shall not exceed one year in duration.

ARTICLE XX (cont.)

- E. Such leave may be granted for one of the following reasons:
  - 1. A United States Government agency sponsored volunteer or service program.
  - 2. To fill one full-time position on the FOP staff.
  - 3. To continue no more than one parental leave.

Personal leave for reasons other than those listed above may be approved by the Board upon recommendation of the Superintendent.

- F. Employees may request personal leave without pay after three years of continuous full-time employment with the M-DCPS.

**Section 6. Personal Leave -- Other Provisions**

Any employee on leave may make contributions to any compensation or employee benefit plan which permits or provides for continuation of such contributions.

**Section 7. Sick Leave**

- A. Each unit member employed on a full-time basis shall be credited for one day of sick leave for each month of employment, which shall be credited to the employee at the end of the month and which shall not be used prior to the time it is earned and credited to the employee. Such sick leave shall be cumulative from year to year and there shall be no limit on the number of days of sick leave an employee may accrue.

- B. Sick leave shall be approved in the following two categories:

- 1. Illness of self or illness and/or death of:

|                |                 |                 |
|----------------|-----------------|-----------------|
| Mother         | Husband         | Foster children |
| Father         | Wife            | Stepparents     |
| Sister         | Child           | Stepchildren    |
| Brother        | Foster parents  | Grandchild      |
| Mother-in-law  | Son-in-law      | Uncle           |
| Father-in-law  | Daughter-in-law | Aunt            |
| Brother-in-law | Grandmother     | Niece           |
| Sister-in-law  | Grandfather     | Nephew          |

- 2. Illness and/or death of:

Persons who reside in the same residence as the person who is requesting sick leave.



## ARTICLE XX (cont.)

### C. Good Attendance Incentive

To encourage and reward personnel who exercise particular care in the maintenance of their personal health and job attendance, the Board provides a good attendance incentive. All employees in the bargaining unit may cash in sick leave days accrued each year provided the following criteria are met:

1. The employee must use no more than a total of three sick/personal leave days during the course of the fiscal year (July 1 - June 30).
2. The employee must have remaining a minimum of 21 accrued sick leave days after cash-in of sick leave days accrued on an annual basis. Compensation for annual accrued sick leave cashed in, pursuant to the above provisions, shall be as follows:
  - a. The employee's daily rate of pay during the fiscal year in which the days were accrued times 80 percent.
  - b. Payment for this benefit will be made during the month of July of the following fiscal year. Days for which such payment is received shall be deducted from the employee's accumulated leave balance.

### **Section 8. Jury Duty Leave**

In case of jury summons, the employee must report to the court on the appointed day, as there is no statutory exemption from jury service.

Any full-time employee who is summoned as a member of a jury panel shall be granted temporary duty with pay and any jury fee shall be retained by the employee.

### **Section 9. Leave -- Employee Subpoenaed to Represent School Board**

An employee subpoenaed to represent the School Board as a result of incidents occurring which are related to his/her employment with the Board, or subpoenaed as a witness to provide official records of the school system, shall be given temporary duty, and any witness fees shall be retained by the employee. An employee subpoenaed to represent the School Board, as defined above, who is required to appear in court at a time other than his/her regular duty hours, shall be granted overtime (time and one-half) equal in duration to the actual time required by the court appearance, including reasonable travel time, or four hours at the overtime rate, whichever is greater.

### **Section 10. Leave -- Employee Personal Litigation**

In no case shall temporary duty leave with pay be granted for court attendance when an employee is engaged in personal litigation; however, employees who have accrued vacation may be granted vacation leave in such cases, with prior approval of the responsible supervisor.

### **Section 11. Short Term Disability Benefit**

## ARTICLE XX (cont.)

### A. Leave for Illness or Injury-In-Line-of-Duty

An employee shall be eligible for leave for illness or injury-in-line-of-duty when he/she is absent from his/her duties because of an injury or illness received in the line of duty.

The following requirements shall apply for this type of leave as defined above:

#### 1. Duration of Leave

- a. Initial leave may be authorized for a total of not more than 10 working days during any school year for injury or illness contracted in-line-of-duty.
- b. Additional Board-paid leave will be granted upon receipt of appropriate medical documentation by a Board-approved Workers' Compensation physician.
- c. If the employee is temporarily not able to assume his/her regular duties, but is able to return to a less strenuous assignment, the employee should report to that assignment when notified that it is available. Return to full duty will occur when the authorized physician determines that the employee is able to do so.

#### 2. Compensation for Absence Due to Injury/Illness-In-Line-of-Duty

- a. Whenever a full time employee is absent from his/her duties as the result of an injury/illness occurring in the performance of his/her duties for M-DCPS, upon verification by a Board-approved physician, the employee will be paid full salary for the period of such absence not to exceed 13 weeks from the date of the accident. Should the employee continue to be unable to work as per the Board-approved Workers' Compensation physician, the employee will be eligible to borrow sick days to supplement their Workers' Compensation benefits for a period not to exceed six months from the date of injury. Employees who do not have accrued sick leave will be eligible to receive leave without pay benefits. Employees must complete an Application for Restoration of Time in order to be eligible to have used sick days restored or to be paid for leave without pay benefits. Employees whose applications have been completed and returned to work, pursuant to the approved physician's directions, will be taken to the Board for approval. Applications going to the Board will be on a first come-first serve basis.
- b. If a Board-approved Workers' Compensation physician determines that an employee must be absent from work more than six months from the date of the accident, compensation will be paid in accordance with Florida Statutes, Section 440.

#### 3. Return to Work

- a. Once the employee is released to return to work full duty, the Workers'

ARTICLE XX (cont.)

Compensation office will return the employee to his/her regular PAC at the assigned work location.

- b. In accordance with the provisions of Florida Statutes, Section 440, if an employee is returned to work by a Board-authorized Workers' Compensation physician with restrictions that prevent his/her return to full duty, the Board's Workers' Education and Rehabilitation Compensation (WERC) Program will assist the employee in finding temporary alternate duty and/or retraining, as necessary.

- B. Full-time Employees suffering a disability will be eligible to apply for the core Short Term Disability Benefit. Employees may use accrued sick days during the period of such disability. The Disability Benefits shall not be decreased to coordinate with the use of sick days. Once eligible, said benefits shall continue for the approved period of time.

**Section 12. Annual Leave (Vacation) Accrual**

- A. Accrual Rate -- Twelve-Month Employees

1. First three years of employment -- one and one-fourth days per month (15 days maximum per fiscal year).
2. Fourth year of employment and thereafter -- one and two third days per month (20 days maximum per fiscal year).

- B. Other Accrual Provisions

1. A year of employment is defined as a year of service with the Miami-Dade County Public Schools system which is creditable for a contract year, which is more than one-half the contractual period.
2. Responsible supervisors should make every effort to ensure that earned annual leave is used on a current yearly basis in order to provide employees with vacation and proper rest and relaxation.

If the employee has not used annual leave on a current basis, the employee may accrue a maximum of 62.5 days annual leave. Any employee who accrues the maximum of 62.5 days annual leave shall cease to accrue additional annual leave days as of the end of the month during which the maximum is reached.

- C. Regulation Governing Payment of Earned Annual Leave Upon Termination or Death

1. Upon termination, an employee shall be paid for his/her unused annual leave. Such payment shall be made at the rate of pay at which the employee was paid on his/her last workday.
2. In case of the death of an employee, payment of unused annual leave at the time of death shall be made to the employee's beneficiary, estate, or as

ARTICLE XX (cont.)

provided by law.

3. In no case shall an employee receive payment for his/her accrued annual leave in excess of 62.5 days.
4. No special or advance issuance of checks shall be authorized.

**Section 13. Annual Leave (Vacation) Scheduling**

Annual leave should be used to provide periodic vacation, and employees should be permitted the opportunity of taking a minimum of 10 consecutive days vacation during a fiscal year, provided that number of annual leave days has been accrued. Annual leave days may be used for purposes other than vacation when prior approval is given by the immediate supervisor. Annual leave for an employee shall be so scheduled that there will be minimum disruption of the operation of the school system.

In setting annual leave schedules, preference as to annual leave dates will be given to those employees with the greatest amount of service in the same job classification.

Employees may request vacation leave at any time. The scheduling of such leave is with the approval and at the direction of the Chief of School Police, or his/her designee. Such approval shall not be arbitrarily withheld. Requests for vacation leave will be approved or disapproved within a reasonable time frame by the employee's supervisor. The parties recognize the necessity of controlling the number of employees on vacation at any given time and agree that the Board has the authority to maintain a workforce adequate to meet the objectives of the Chief of School Police.

**Section 14. Holidays**

- A. Effective each year of this Contract, a total of 12 holidays will be granted to each employee, pursuant to the annual Board calendar.
- B. Holidays Falling on Saturday or Sunday

When a holiday falls on a Saturday or Sunday, it shall be observed respectively on the preceding Friday or the following Monday for personnel not regularly scheduled to work on the respective Saturday or Sunday. In the event employees are scheduled to work on such Saturday or Sunday, they shall be granted such holidays on the days on which the holiday occurs.

- C. Succession of Holidays

When one or more holidays fall on Saturday or Sunday in a succession of holidays, the holiday occurring on Saturday shall be observed on a preceding workday; a holiday occurring on a Sunday shall be observed on a workday following the respective Sunday.

- D. Eligibility for Pay/Termination

ARTICLE XX (cont.)

An employee who is not returning after the holiday is to be terminated on his/her last workday prior to the holiday and is not eligible for holiday pay.

E. Holiday During Paid Sick Leave or Vacation

A holiday falling within an employee's paid sick leave or vacation period shall not be charged against such sick leave or vacation period.

F. Holiday Pay

All employees shall be entitled to holiday pay (a regular day's pay). M-DCPS shall have the authority to assign employees to work on holidays.

If an employee works on a holiday, in addition to receiving his/her holiday pay (a regular day's pay), the employee will also be paid at the rate of one and one-half times his/her regular hourly rate for hours worked.

If a holiday occurs on an employee's regular day off, the first workday after his/her day off will be considered the holiday and the employee will be compensated at the rate for holiday pay.

**Section 15. Extended Sick Leave Without Pay**

Extended leave without pay for illness of the employee constitutes a protection of one's employment rights. Such leave shall be granted only for health of self or family member, provided the following requirements are met:

- A. Employees seeking such leave must make application on the form provided by Human Resources.
- B. Such application must be supported and accompanied by the following:
  - 1. identity of person in ill health;
  - 2. statement from physician explaining why such leave is necessary; and
  - 3. effective dates of requested leave (beginning and ending).
- C. Such leave shall not exceed one year in duration.
- D. Employees on such leave may, upon expiration of leave, apply for an extension. The employer may grant such extension as warranted; however, the maximum time an employee may be absent on leave for illness of self, illness of relative, or any combination thereof shall be three years.
- E. While an employee is on extended sick leave without pay, the employer agrees to continue to pay its regular contribution to the employee's insurance benefits.

ARTICLE XX (cont.)

**Section 16. General Provisions**

- A. Notwithstanding the limitations on the maximum length for each type of extended leave of absence without pay (i.e., extended leave for illness/personal or parental), the following overall limitations shall apply to any combination of leaves, regardless of category:
  - 1. The number of calendar years granted for any single period of continuous leave of absence without pay, with the exception of extended military leave, shall not exceed the number of creditable salary years earned with M-DCPS immediately preceding the leave request up to a maximum of four.
  - 2. Exceptions to such provision will be made only for extenuating circumstances as determined by the Chief Officer for Human Resources.
- B. Employment rights to the same position shall be protected for one year. Employees returning from leaves in excess of one year shall be assigned to an equivalent position.
- C. Employment while on leave is not permitted unless specifically requested and approved at the time the leave is granted. If approved, such employment shall be limited to a maximum of 25 hours per week.

**Section 17. Catastrophic Leave Bank**

- A. Rules and Procedures for the Miami-Dade Schools Police Department (M-DSPD) Catastrophic Sick Leave Bank of the Florida State Lodge, Fraternal Order of Police (herein after referred to as the "Union") agrees to staff and operate a Catastrophic Sick Leave Bank Committee for the term of this Contract. The committee is to be selected by majority vote of the Union members in the bargaining unit. It shall be the responsibility of this Committee to administer the M-DSPD's Catastrophic Sick Leave Bank Rules and Procedures stipulated below:
  - 1. Miami-Dade County Public Schools (M-DCPS) agrees to:
    - a. assist the committee in the operation of the M-DSPD's Catastrophic Sick Leave Bank by providing, upon request, data from participating employees' sick leave records. These data will be used to plan the initial operation of the bank and as a basis for Catastrophic Sick Leave Bank withdrawals; and
    - b. designate an administrator to meet periodically with the M-DSPD's Catastrophic Sick Leave Bank Committee and to act as liaison with the appropriate M-DCPS office.
  - 2. The M-DSPD's Catastrophic Sick Leave Bank Committee shall:
    - a. maintain adequate records relative to all functions of the bank;

ARTICLE XX (cont.)

- b. meet periodically with a designated administrator of M-DCPS to review M-DSPD's Catastrophic Sick Leave Bank records; and
- c. operate the M-DSPD's Catastrophic Sick Leave Bank in accordance with the rules and procedures contained herein.

M-DCPS shall establish and the Union shall comply with procedures for identifying and recording contributions to the bank and for complying with any applicable governmental regulation of sick leave or sick leave banks or associated record keeping.

B. Purpose

- 1. To provide employees with an emergency pool of sick leave days for illness, accident, or injury of self above and beyond those available under the "Sick Leave With Pay" provision (Article XX), the Board and Union hereby establish the M-DSPD's Catastrophic Sick Leave Bank.
- 2. The M-DSPD's Catastrophic Sick Leave Bank shall function under rules and procedures administered by the Union. All eligible full-time employees in the M-DSPD unit may participate in the M-DSPD's Catastrophic Sick Leave Bank.
- 3. Any alleged abuse or misuse of the M-DSPD's Catastrophic Sick Leave Bank shall be investigated by Internal Affairs. If the investigation results in finding of wrongdoing, the employee, M-DCPS, and the Union shall be notified and the employee shall repay all sick leave days drawn from the pool and shall be subject to such disciplinary action as deemed appropriate by the Police Chief.

C. Membership Requirements and Contributions

Only M-DSPD employees who are full-time employees, who have been employed full-time for at least one year, and who have a remaining sick leave balance of 10 days or more after contribution of one or more day(s) may contribute one or more days to be used by other members, as designated by the contributor.

D. Withdrawal Procedures

- 1. Designated employees who meet the following criteria may apply for withdrawal of days from the M-DSPD's Catastrophic Sick Leave Bank:
  - a. exhaustion of all personal/sick leave days; and
  - b. confinement for 10 working days or more without pay.
- 2. All applications are subject to final approval by the M-DSPD's Catastrophic Sick Leave Bank Committee. The maximum number of Catastrophic Sick Leave Bank days that may be approved for any member is equivalent to those days donated for and designated to that particular member.

E. Maintenance of the M-DSPD's Catastrophic Leave Bank

ARTICLE XX (cont.)

The M-DSPD's Catastrophic Sick Leave Bank will be activated when days have been deposited for particular member(s) of the Miami-Dade County Public Schools Police.

F. Duration of Agreement

The M-DSPD's Catastrophic Sick Leave Bank shall be in existence for the term of this Contract. The deposit of catastrophic sick leave days shall remain in the M-DSPD's Catastrophic Sick Leave Bank in the name of member(s) designated.

G. Granting of Catastrophic Sick Leave from the Bank

In the event of non-renewability of the M-DSPD's Catastrophic Sick Leave Bank in succeeding contracts, or where deposits for specific designated employee(s) is no longer needed, as determined by the M-DSPD's Catastrophic Sick Leave Bank Committee, bank deposits will be returned to contributing members, where appropriate. Return of days will be accomplished, as determined by the committee, subject to approval by the Payroll Department.

H. M-DSPD's Catastrophic Sick Leave Bank Procedures

1. Initial Enrollment

- a. The contributor will sign and forward a M-DSPD's Catastrophic Sick Leave Bank Program Card to the Union for necessary processing. This card will be the same size as the present Application for Leave Card and will contain authority for the initial deduction of one or more day(s) sick leave upon enrollment in the program.
- b. Upon completion of internal processing by the Union, the card and a transmittal listing will be forwarded to the Payroll Department. Cards will be forwarded in work location sequence by employee number. The Payroll Department will deduct one or more day(s) of sick leave from the contributing employee's current leave balance.

Deduction cards will be filed and maintained in the Payroll Department for future reference.

For those employees who do not have the required leave balance for the deduction, the authorization card will be returned to the Union with the notation "NO LEAVE BALANCE".

2. Granting of Sick Leave

When employees are granted sick leave from the M-DSPD Catastrophic Sick Leave Bank, the M-DSPD's Catastrophic Sick Leave Bank Committee will utilize the Sick Leave Bank Program card to notify the Payroll Department. The sick leave days granted by the committee shall be posted to the Payroll Data Card and filed per 1(b). The committee will notify members who have



ARTICLE XX (cont.)

been granted sick leave from the bank.

## **ARTICLE XXI -- INSURANCE AND OTHER BENEFITS**

### **Section 1. Insurance and Other Benefits**

- A. Health Insurance and Flexible Benefits Coverage
  - 1. Benefits will be provided to all eligible full-time employees, consisting of health coverage and a variety of selections from the flexible benefits offerings. The School Board will negotiate annually a plan design and a maximum sum that it will pay toward the combined offerings.
  - 2. Coverage for health benefits for full-time employees begins the first day of employment. Coverage for flexible benefits begins the first of the month following the date of hire. Coverage for dependents is effective the first month following the first payroll deduction. Coverage for all such employees and covered dependents will expire on the last day of the last month of employment.
  - 3. Eligible retirees may select any health plan offered to active full-time employees at rates no greater than those charged to active employees. Premiums for retirees and their dependents are paid by the retiree. Claims experience for retirees will be commingled with active employee and dependent claims for purposes of rate-setting.

### **Section 2. Life Insurance**

- A. Eligible full-time employees will receive term life insurance equal to one time the employee's annual base salary, effective January 1 each year, for the term of this Contract. Such coverage is paid by the School Board.
- B. Optional coverage is available to be purchased through payroll deduction for up to a maximum of five times annual base salary. Proof of insurability to the satisfaction of the insurance company may be required for the optional coverage.
- C. Dependent term life coverage is also made available through payroll deduction, pursuant to terms agreed to by the School Board and the contracted company.

### **Section 3. Special Death Benefits for Law Enforcement Officers**

- A. Pursuant to Florida Statutes, Chapter 112.19, titled "Law Enforcement Officers, Death Benefits", the Board carries a death benefit policy providing \$25,000 per law enforcement officer who, while engaged in the performance of his/her law enforcement duties, is accidentally killed or receives bodily injury which results in the loss of his/her life within one year, provided that such killing is not the result of suicide and that such bodily injury is not intentionally self-inflicted.
- B. The Board also carries a \$25,000 death benefit policy which shall be provided when a law enforcement officer, while engaged in the performance of his/her law enforcement duties, is accidentally killed as specified in paragraph A. above, and the accidental

## ARTICLE XXI (cont.)

death occurs as a result of fresh pursuit, or of the officer's response to what is reasonably believed to be an emergency. This sum shall be in addition to any sum provided for in paragraph A. above.

- C. The Board carries a policy providing a \$75,000 death benefit policy which shall be provided if a law enforcement officer, while engaged in the performance of his/her law enforcement duties, is unlawfully and intentionally killed or subsequently dies within one year as a result of such unlawful and intentional act.

### **Section 4. Social Security**

Employees or their families with adequate quarters of coverage with the Social Security Administration are eligible to receive benefits in accordance with federal laws because of retirement, disability, or death.

Social Security is financed through payroll taxes. The Board matches payroll taxes deducted from employees' salaries for Social Security to assist in financing this Program.

### **Section 5. Unemployment Compensation**

Unemployment insurance provides temporary income payments to make up a part of the wages lost to workers who lose their jobs through no fault of their own and are able and available for work.

In lieu of the contribution required of private employees, public agencies are annually required to reimburse the state an amount equal to the total of regular benefits and the state's share of extended benefits paid to former employees of the agency. The Board, as a non-profit employer, is required to reimburse the Unemployment Compensation Fund for the benefits paid to former employees on a dollar-for-dollar basis.

### **Section 6. Fringe Benefits Council**

The FOP is granted equal representation with other M-DCPS bargaining agents on the Compensatory Fringe Benefits Council.

### **Section 7. Retirement**

Retirement system membership and benefits shall be provided, pursuant to Florida Statutes.

### **Section 8. Workers' Compensation**

- A. Compensation for leave time granted for injury-in-line-of-duty will be calculated, as defined below.
  - 1. Whenever a full-time employee is absent from his/her duties as a result of an approved workers' compensation injury, the employee will be paid full salary for a period of 13 weeks (91 days) from the date of the accident. After this

## ARTICLE XXI (cont.)

time period, and continuing up to a period of six months from the date of the accident, sick leave time may be used to keep the employee in full salary, such sick leave being computed at the daily sick leave rate less the daily workers' compensation rate, for each sick leave day granted. This sick leave may be restored to the employee upon request. If the employee elects to use sick leave to keep himself/herself in full salary beyond six months from the date of the accident, these days will not be restored.

All fringe benefits currently in place will continue to accrue during authorized absences for injury, or until the employee has returned to work, or has otherwise concluded his/her compensation matter.

If requested, and in accordance with Florida Statutes, Chapter 440, Miami-Dade County Public Schools will provide the employee and/or the employee's immediate family with information and assistance throughout the entire workers' compensation process.

2. To comply with Florida Statutes, Chapter 440, the Board's Workers' Education and Rehabilitation Compensation (WERC) Program will be utilized to support the placement of those eligible alternate duty employees into retraining classes or reassignment to other duties commensurate with the restrictions/limitations provided by the authorized compensation physician.
- B. Employees who are assigned a personalized patrol or police vehicle shall be provided with workers' compensation benefits for injuries incurred while traveling portal to portal as long as they are discharging their primary responsibility, pursuant to Board Policy 8480, and as provided for in Florida Statutes, Chapter 440.091.

### **Section 9. Tax Sheltered Annuities**

The School Board has a tax sheltered investment program in which all employees are eligible to participate. A tax sheltered investment program offers the tax advantage of deferring federal income taxes until the benefits are received. The employee who elects to enroll in this Program pays for the entire cost by payroll deduction, based upon an amendment to his/her basic contract. The School Board has no liability or responsibility in connection with the tax sheltered investment program, except to show that the payments have been remitted for the purpose for which deducted.

There are generally two types of plans available -- annuities and qualified mutual funds available through insurance companies and broker/dealer companies, respectively. A list of these companies is published bi-monthly. The Office of Risk and Benefits Management will also provide a list of these authorized companies, as well as a brochure describing this Program in greater detail, upon request.

An employee may participate through one and/or two different companies. An employee may elect to make a change only one time within a calendar year. A change is defined as a

## ARTICLE XXI (cont.)

start, restart, increase, decrease, or the addition of a second company. The investment contract may be canceled, via written request for cancellation, at any time with at least 30 days' advance notice.

### **Section 10. Board-Paid Physical Examinations**

The Board will provide an annual, Board-paid physical examination (including electrocardiogram) for each unit member during the month of the employee's employment anniversary, pursuant to Miami-Dade Schools Police Department procedures.

### **Section 11. Uniform Allowance**

- A. Employees who are required to wear uniforms on a regular or as-needed basis shall receive a \$500 annual allowance for the maintenance and upkeep of such uniforms; those officers assigned to plain clothes duty shall receive an additional annual allowance of \$200.
- B. Employees required to wear uniforms or who are assigned to special duty, as designated by the Chief, School Police, shall be provided with bulletproof vests at Board expense. Such employees shall have their vests available while on duty.

### **Section 12. Safe Driving Awards**

An employee who drives or operates mobile equipment in performance of his/her duties shall receive awards for safe driving. After the first year, the employee will receive an appropriate award, as recommended by the employer, for each consecutive year of safe driving completed. Should a driver have a preventable accident, that driver's record, for purposes of this Provision, starts over the first day after the accident.

### **Section 13. Stolen or Damaged Personal Property**

There shall be a fund for the purpose of reimbursing employees whose personal property has been stolen or damaged in the course of the performance of the unit member's required duties. The amount of the fund shall be \$5,000.

Guidelines for the administration and disbursement of funds have been jointly developed by the parties with the understanding that M-DCPS will retain control of the administration and disbursement of the fund.

It is understood further that the unit member shall forward his/her claim to M-DCPS together with the required documentation. Disbursement by M-DCPS, regarding individual claims, will be pursuant to the recommendation of the joint committee.

Reimbursement for stolen or damaged personal property shall be in the amount of documented actual replacement cost provided, however, that such reimbursement shall not exceed the amount of \$200 per item claimed to have been damaged or stolen (exclusive of personal vehicle and cash). It is understood and agreed that, once the employee forwards

ARTICLE XXI (cont.)

the claim to the designated M-DCPS representative, every attempt will be made to reimburse the employee within 60 days from the submission of the employee's claim.

**ARTICLE XXII -- HEALTH SERVICES/PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS AND TESTS**

- A. At the time of employment, every employee covered by this Agreement shall receive, at Board expense, a physical examination, including an electrocardiogram. Annual physical examinations shall be required by the Board.
- B. The cost of all physical, psychological, or psychiatric tests or examinations taken by employees at the request or order of the Superintendent or his/her designee shall be borne by the Board.
- C. At all times, the choice from among state-licensed physicians, psychologists, or psychiatrists shall be made by the employee from a list provided by the employer. No employee shall be compelled to submit to any test or examination not required of all employees of that classification without a written statement of the need for such examination from the Chief of School Police, (or designee). Such statement shall only relate to the fitness of the employee for performing his/her job.
- D. An employee shall have the right to seek an additional opinion or judgment from among state-licensed physicians, psychologists, or psychiatrists of the employee's choosing. The cost shall be borne by the employee. When this option is exercised, the additional opinion shall be attached to any other medical opinions under consideration with respect to personnel action against the employee.
- E. Employees will be examined or tested on the Board's time when directed to do so, at the Board's expense, in combination with the employee's insurance, if applicable.
- F. Refusal of an employee to submit to such examinations and tests, when directed, shall be grounds for appropriate disciplinary action.
- G. Drug-Free Work Place General Policy Statement -- M-DCPS and the FOP recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. M-DCPS and the FOP share a commitment to solve this problem and to create and maintain a drug-free work place.

M-DCPS is responsible for the instruction and well-being of the students entrusted to its care. A consistent message needs to be communicated to M-DCPS students: the use of illegal drugs, the abuse of alcohol, and the misuse of prescription drugs is unacceptable.

1. Policy Objectives

- a. to promote a healthy, safe-working, and learning environment;

## ARTICLE XXII (cont.)

- b. to seek the rehabilitation of employees with a self-admitted or detected substance abuse problem;
- c. to eliminate substance abuse problems in the work place;
- d. to provide a consistent model of substance-free behavior for students;
- e. to provide a clear standard of conduct for M-DCPS employees; and,
- f. to hire drug-free employees.

### 2. Policy Statement - Illegal Drugs

Drug abuse by employees interferes with the educational and work process and compromises the safety and well-being of staff and students. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- a. Employees on duty or on Board property will not manufacture, distribute, dispense, possess, or use illegal drugs, nor will they be under the influence of such drugs.
- b. Employees on or off duty will not influence students to use or abuse illegal drugs.
- c. An employee convicted of any criminal drug statute violation occurring in the work place shall notify M-DCPS no later than five days after such a conviction.

### 3. Policy Statement - Alcohol and Prescription Drugs

Alcohol, prescription, and over-the-counter drugs are legal and readily available. Generally safe and acceptable, these drugs, when abused over time or used in combination with one another, can result in chemical dependency or poly-drug addiction. Employees are expected to conduct themselves in a manner consistent with the following provisions:

- a. Employees on duty or on Board property will be free of intoxication from alcohol. Further, employees will not manufacture or use alcoholic beverages while on Board property or on duty.
- b. Employees on duty will not use or take prescription drugs above the level recommended by the prescribing physician and will not use prescribed drugs for purposes other than what the prescribed drugs were intended. In addition, the employee will not distribute or dispense such drugs, except as provided in School Board Policy 2410, School Health Services Program.



ARTICLE XXII (cont.)

4. Policy Statement - Employee Physical Examinations/Screening/Health Services.

In order to establish and support a clear standard of conduct for employees, M-DCPS adheres to the following provisions:

- a. Drug screening will be included in all physical examinations required under existing labor contracts, statutes, and Board Rules.
- b. Circumstances under which testing may be considered include, but are not limited to, the following:
  - (1) observed use of illegal drugs and/or abuse of alcohol during work hours;
  - (2) apparent physical state of impairment of motor functions;
  - (3) marked changes in personal behavior on the job not attributable to other factors; and,
  - (4) employee involvement in serious or repetitive accidents on the job causing personal injury to self or others and/or significant property damage.
- c. Drug and/or alcohol screening shall be conducted by Board-approved, independent, certified laboratories utilizing recognized techniques and procedures, as described in the M-DCPS "Drug-Free Work Place Technical Guide", which is incorporated by reference into this Contract, and made a part thereof. The protocol for drug screening shall include a split sample and chemical immunoassay screening procedure. In the event initial test results are screened positive, such results will be confirmed and verified by the Gas Chromatography/Mass Spectrometry (GC/MS) test.
- d. Medical records and information relating directly thereto will be maintained in strict confidentiality. Any laboratory contract shall provide that the contractor's records are to be kept confidential under provisions of Florida law. M-DCPS shall establish a system of maintaining records to include both the district's and the contractor's record of applicant and employee urinalysis and blood alcohol results.

The contract and the record maintenance system must have specific provisions that require that employee records are maintained and used with the highest regard for employee privacy, consistent with Florida's Public Records Act, and the purpose of achieving and maintaining a drug-free work place.

ARTICLE XXII (cont.)

- e. M-DCPS recognizes that chemical dependency is an illness that can be successfully treated. It is the policy of Miami-Dade County Public Schools, where possible, to seek rehabilitation of employees with a self-admitted or detected drug problem. Disciplinary action may be instituted against employees who the Board believes will not be assisted by rehabilitation or who have negatively impacted students and/or staff. Employees who have previously been referred for assistance or employees unwilling or unable to rehabilitate may be subject to appropriate action, pursuant to Board Policy, applicable Florida Statutes, State Board of Education Rules, and applicable provisions of collective bargaining agreements.

## **ARTICLE XXIII -- EMPLOYEE ASSISTANCE PROGRAM**

The Union and the Board recognize that a wide range of problems not directly associated with an employee's job function can have an effect on an employee's job performance and/or attendance.

The Union and the Board agree that assistance will be provided to such employees through the establishment of an Employee Assistance Program.

The Employee Assistance Program is intended to help employees and their families who are suffering from such persistent problems as may tend to jeopardize an employee's health and continued employment. The program goal is to help individuals who develop such problems by providing for consultation, treatment, and rehabilitation to prevent their condition from progressing to a degree which will prevent them from working effectively.

Appropriate measures will be taken to ensure the confidentiality of records for any person admitted to the program, according to established personnel guidelines and federal regulations.

The Guidelines for the Employee Assistance Program, by reference, are made as a part of this Contract.

### **Employee Rights**

Job security will not be jeopardized by referral to the Employee Assistance Program, whether the referral is considered a voluntary referral, in which an employee elects to participate in the program, or a supervisory referral, in which a supervisor uses adopted guidelines to refer an employee into the program.

An employee has the right to refuse referral into the program and may discontinue participation at any time. Failure by an employee to accept referral or continue with treatment will be considered in the same manner as any factor that continues to affect job performance adversely.

**ARTICLE XXIV -- FLORIDA PREPAID COLLEGE PROGRAM**

- A. The Board shall provide payroll deduction services to full-time employees for the purpose of purchasing prepaid contracts to guarantee tuition at Florida state universities, pursuant to the Florida Prepaid College Program.
- B. The Board shall collect and transmit such monies as are sufficient to provide for the full payment, pursuant to the terms and conditions contained in the authorization contract signed by employees who authorize such check-off from their salaries.
- C. Detailed and specific procedures for implementation of such payroll deduction are hereby incorporated and made part of this Agreement.

**ARTICLE XXV -- EDUCATION AND TRAINING**

**Section 1. Firearms Training**

Each member must qualify, in accordance with department Standard Operating Procedures, one out of the two training sessions. Employees who fail to qualify will be provided remedial training at the Board's expense.

**Section 2. Training Programs**

A. Training for Initial Certification

The Board agrees to pay for the costs (i.e., salary, tuition, and registration fees) of police academy training for employees hired on or after July 1, 1983 who lack proper certification when hired by the Board. Such employees who receive Board-paid police academy training agree to work for the Board for a minimum period of 36 months after successful completion of said training. If the employee voluntarily terminates prior to completing a minimum of 36 months of service, he/she shall repay the Board for the cost of such training, pursuant to the following schedule, unless he/she can show a situation has developed that is beyond the control of the individual that could mitigate the payback of monies, as decided by the Chief after review of the individual case:

If the employee voluntarily terminates during:

| <u>MONTH</u> |          | <u>MONTH</u> |          | <u>MONTH</u> |          |
|--------------|----------|--------------|----------|--------------|----------|
| 1            | \$36,000 | 13           | \$24,000 | 25           | \$12,000 |
| 2            | \$35,000 | 14           | \$23,000 | 26           | \$11,000 |
| 3            | \$34,000 | 15           | \$22,000 | 27           | \$10,000 |
| 4            | \$33,000 | 16           | \$21,000 | 28           | \$9,000  |
| 5            | \$32,000 | 17           | \$20,000 | 29           | \$8,000  |
| 6            | \$31,000 | 18           | \$19,000 | 30           | \$7,000  |
| 7            | \$30,000 | 19           | \$18,000 | 31           | \$6,000  |
| 8            | \$29,000 | 20           | \$17,000 | 32           | \$5,000  |
| 9            | \$28,000 | 21           | \$16,000 | 33           | \$4,000  |
| 10           | \$27,000 | 22           | \$15,000 | 34           | \$3,000  |
| 11           | \$26,000 | 23           | \$14,000 | 35           | \$2,000  |
| 12           | \$25,000 | 24           | \$13,000 | 36           | \$1,000  |

The FOP shall not be held responsible if the District is unable to collect the repayment from the employee.

B. All training required by the administration will be provided to unit members during the employee's on-duty hours, when at all possible. An employee who is scheduled for mandatory training during non-duty hours will have their work schedule adjusted for the duration of such training. Training programs shall be assigned in proper order and sequence to ensure State certification for the courses taken. All tuition and/or

## ARTICLE XXV (cont.)

registration fees will be paid for courses required by the administration.

- C. All bargaining unit members shall attend a certified Red Cross First Aid course in order to obtain cardiopulmonary resuscitation (CPR) and First Aid instruction, as outlined in B. above.
- D. Training in the use of impact weapons shall be provided to all unit members issued such weapons.
- E. An employee may enroll in a training course/program offered during non-duty hours, unless the Chief of School Police, determines that the course/program is unrelated to, or is inconsistent with the mission and operation of the School Police. Assigned patrol vehicles shall not be utilized for travel to and from training sites. The employee who participates in such training shall not have access to the coverage of the employer's liability and workers' compensation insurance.
- F. Training courses that are not mandatory for re-certification will be posted and offered by seniority.
- G. The School Police will post all training opportunities offered by M-DCPS or other law enforcement agencies/institutions upon receipt of such information.

### **Section 3. Promotional Procedures**

- A. The Board shall announce promotional examinations at least 30 days in advance of the application deadline. The Board shall provide a list of reference material and resource material from which the examination will be produced. Eligibility to apply for a promotion shall be based on the employee's status on the date of the application deadline. In addition, an employee must not have any record of discipline in the employee's personnel file relating to serious job related incidents within the previous six months.
- B. The Board shall fill promotional vacancies prior to the expiration of an existing eligibility list; however, this provision may be waived in the event of budgetary constraints.
- C. The Board shall continue to have the right to affect revisions in promotional examination procedures and criteria. The Board will meet with representatives of the FOP in conjunction with the promotional examination announcement 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.
- D. Promotion lists for sergeants and lieutenants will be in effect for two years. Assessments will be completed and new promotional lists will be established to replace the expired lists.

## ARTICLE XXV (cont.)

### **Section 4. Educational Assistance**

The Board agrees to provide tuition reimbursement to employees for courses completed at local accredited institutions of higher learning under the following conditions:

- A. To be eligible for tuition reimbursement, courses must be a part of a formal program leading to an Associate's, Bachelor's, Master's, or Doctoral degree, and must strengthen professional skills and improve effectiveness in performance of the employee's duties.
  - B. Prior approval by the Chief of School Police, or his/her designee, is needed. Such approval shall be in accordance with Educational Assistance Program criteria established in Appendix C.
  - C. The total tuition reimbursement program shall not exceed \$9,000 per fiscal year and will be awarded to employees on a first-come, first-serve basis in the following priority order:
    - 1. Employees seeking an Associate's degree shall be eligible for up to 12 undergraduate credits per fiscal year.
    - 2. Employees seeking a Bachelor's degree shall be eligible for up to 12 undergraduate credits per fiscal year.
    - 3. Employees seeking a Master's/Doctoral degree shall be eligible for up to nine graduate credits per fiscal year.
- Reimbursement shall not exceed \$100 per semester hour or the equivalent. Reimbursements shall occur on or about October 1 of each year for the previous fiscal year.
- D. To obtain tuition reimbursement, the employee shall submit to Compensation Administration:
    - 1. the official transcript (with raised seal) indicating successful completion of the course(s) with a grade of B or better and the credits earned; and
    - 2. verification from the college/university of the tuition paid.
  - E. Requests for tuition reimbursement must be submitted no later than three months after the term/semester during which the course was completed.

### **Section 5. Law Enforcement Education Incentives**

All employees will be paid the appropriate monies for all salary incentive courses, Associate of Arts Degree, and Bachelor's Degree obtained, as prescribed by Florida State Statutes 943.

## **ARTICLE XXVI -- LEGAL SERVICES**

In the event that an employee is assaulted in connection with school duties, or an employee is sued in a civil action or charged in a criminal action as a result of an incident occurring while the employee is engaged in the proper performance of duties, provisions of Board Policy 6900 shall be applicable.



## **ARTICLE XXVII -- DUES DEDUCTION**

The Board shall provide, at no cost to the FOP, services of payroll deduction of dues and uniform assessments. The Board shall collect and transmit such monies as are sufficient to provide for the full payment of membership and/or service fees, pursuant to the terms and conditions contained in the dues authorization contract signed by members of the FOP.

The FOP will be provided a deduction register every paydate.

## ARTICLE XXVIII -- TERMINAL PAY

To encourage and reward employees who exercise particular care in the maintenance of their personal health and job attendance, the Board will provide terminal pay to employees at normal retirement, resignation, or to their beneficiaries if services are terminated by death. Any employee not in service at the time of retirement shall not receive these benefits. Terminal pay shall be an amount determined as follows:

- A. during the first three years of service, the daily rate of pay multiplied by 35% times the number of days of accumulated sick leave;
- B. during the next three years of service, the daily rate of pay multiplied by 40% times the number of days of accumulated sick leave;
- C. during the next three years of service, the daily rate of pay multiplied by 45% times the number of days of accumulated sick leave;
- D. during and after the 10th year of service, the daily rate of pay multiplied by 50% times the number of days of accumulated sick leave;
- E. during and after the 13th year of service and until when first eligible for normal retirement, the daily rate of pay multiplied by 100% times the number of days of accumulated sick leave. Thereafter, the daily rate will remain frozen at the rate when first eligible for normal retirement. In no case, however, shall an employee whose daily rate has been frozen, pursuant to this Provision, receive less than the amount determined as in D. above.

The daily rate shall be computed by dividing the number of "working days" that year into the annual salary. "Normal retirement", as referred to herein, shall mean retirement under any retirement system established by the Legislature with either full or reduced benefits as provided by law. "Normal retirement" shall not be interpreted to include disability retirement. Years of service shall mean creditable years of service under any retirement system of the State of Florida.

Provisions for terminal pay at resignation apply only to those sick/annual leave days accrued after July 1, 1982.

Payment for the resignation and retirement benefit will be made on or before September 1 of the fiscal year subsequent to the one in which the employee resigns or retires.

Resignation or retirement as referred to herein shall mean termination of employment by action of the employee; such termination excludes resignation or retirement after a recommendation for dismissal or resignation or retirement after participation in a work stoppage, job action, or strike, in the absence of specific approval by the Board.

## **ARTICLE XXIX -- SALARY**

### **Section 1. Non-Instructional Classification Plan**

Salaries for employees in this Unit shall be adjudicated and paid in accordance with the salary schedules contained in Appendix D and pursuant to the provisions of this Article and Appendix B.

### **Section 2. Salary Schedule**

The salary of each employee shall be as specified in Appendix D, as follows:

#### **FISCAL YEAR 2015-2016**

The B6 salary schedule will be improved by 1%. All eligible employees will advance a step on the B6 Salary Schedule, which will be paid as follows: half the value of the increase effective July 1, 2015, paid upon ratification, with the balance of the step value paid on the first paycheck of July 2016. Employees currently on PG 25, Step 08; PG 27, Step 05; and PG 29, Step 04 will receive a one-time \$500 supplement, payable upon ratification. Step 1B will be eliminated, and eligible employees on Entry Level Step will advance to step 01.

On July 1, 2016 all employees on Entry Level Step hired prior to December 31, 2015, will advance to step 01 of the B6 salary schedule.

### **Section 3. Annual Police Service Longevity Supplement**

Effective July 1, 2014, employees who have completed five years of full time continuous police service with Miami-Dade School Police Department based on their most recent date of hire as M-DSPD officers shall be entitled to a 5% supplement to be added to their base salary. Thereafter, such payment will be made after completing five years of consecutive service with Miami-Dade School Police Department upon the effective anniversary date.

Effective July 1, 2014, employees who have completed 10 years of full time continuous police service with Miami-Dade School Police Department based on their most recent date of hire as M-DSPD officers shall be entitled to an additional 5% supplement to be added to their base salary, for a total 10% longevity supplement.

Effective July 1, 2014, employees who have completed 15 years of full time continuous police service with Miami-Dade School Police Department based on their most recent date of hire as M-DSPD officers shall be entitled to an additional 5% supplement to be added to their base salary, for a total 15% longevity supplement.

Effective July 1, 2014, employees who have completed 20 years of full time continuous police service with Miami-Dade School Police Department based on their most recent date of hire as M-DSPD officers shall be entitled to an additional 5% supplement to be added to their base salary, for a total 20% longevity supplement.

Leaves of absence without pay exceeding 90 continuous calendar days, or suspensions of

ARTICLE XXIX (cont.)

any duration, shall cause the effective date of the longevity or anniversary increase to be deferred by the same number of days embraced by said leave.”

For purposes of this provision, 260 paid work days shall constitute a year of service. This supplement will continue to be paid and will not be frozen in regards to salary schedule provisions.

**Section 4. Implementation**

Only employees in an active pay status as of the date of School Board ratification shall be entitled to any retroactive adjustments resulting from this Agreement.

## **ARTICLE XXX - SEVERABILITY**

It is the expressed intent of the parties that, if any article, section, subsection, sentence, clause, or provision of this Contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the Contract.

## ARTICLE XXXI - RATIFICATION AND FINAL DISPOSITION

- A. It is agreed and understood that this Contract and each of its provisions shall be effective and constitute a legally binding contract upon approval by the Board and ratification by the members of the bargaining unit represented by the Florida State Lodge, Fraternal Order of Police, pursuant to Florida Statutes, Chapter 447.309.
- B. In the event either party does not ratify this Contract, both parties agree to return to the bargaining table for further negotiations.
- C. In the event that the Florida Public Employees Relations Commission (PERC) withdraws, suspends, revokes, or otherwise terminates certification of the FOP as the bargaining agent for the employees within the defined unit, this Contract shall be null and void.
- D. With the exception of Article XXI, Section 1, the terms of this Contract are for three (3) years effective July 1, 2015 through June 30, 2018; however, each party may also reopen wages and up to two articles/appendices for each subsequent fiscal year by service of written notice on the other party prior, to April 1.
- E. If the Florida Legislature fails to allocate adequate funds to implement the fiscal agreements in this Contract, based upon the budgetary/programmatic priorities established by the Board, the Board and/or the Union may reopen negotiations on such issues.
- F. During negotiations, unit employees will continue to be governed by the current economic agreement. These provisions will govern until negotiations for the revised economic package have been concluded and agreement is reached or impasse procedures have been exhausted. These provisions are not subject to the grievance/arbitration procedure or to litigation in any court or tribunal.

ARTICLE XXXI (cont.)

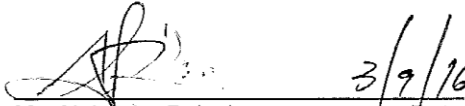
This Contract shall continue in full force and effect until midnight, June 30, 2018.

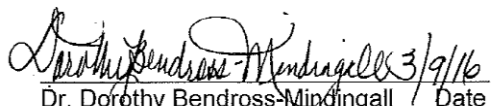
DATED at Miami, Florida, this 9<sup>th</sup> day of March, 2016.


**THE SCHOOL BOARD OF  
MIAMI-DADE COUNTY, FLORIDA**

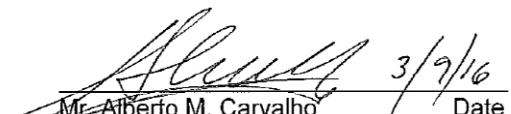
**FLORIDA STATE LODGE,  
FRATERNAL ORDER OF POLICE**

  
Ms. Perla Tabares Hantman 3/9/16 Date  
Chair


  
Mr. Alejandro Palacio 3/9/16 Date  
President, FOP Lodge 133

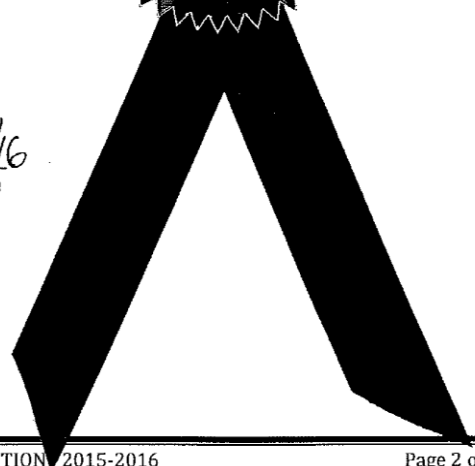
  
Dr. Dorothy Bendross-Mindingall 3/9/16 Date  
Vice Chair

  
Mr. Joe Puleo 3/11/16 Date  
Staff Representative

  
Mr. Alberto M. Carvalho 3/9/16 Date  
Superintendent of Schools

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
Mr. Walter J. Harvey 3/19/16 Date  
School Board Attorney



**APPENDIX A**  
**UNIT DESCRIPTION**

| <b><u>JOB<br/>CODE</u></b> | <b><u>JOB<br/>DESCRIPTION</u></b> | <b><u>PAY<br/>GRADE</u></b> |
|----------------------------|-----------------------------------|-----------------------------|
| 9096                       | Police Officer                    | 25                          |
| 9097                       | Sergeant                          | 27                          |
| 9098                       | Lieutenant                        | 29                          |



## APPENDIX B -- NON-INSTRUCTIONAL CLASSIFICATION PLAN AND POLICIES

1. **COVERAGE:** All non-instructional personnel employed by the Board shall be classified and paid according to the Non-Instructional Classification Plan, Policies, and Pay Schedule.
2. **PROBATIONARY PERIOD:** A probationary period shall be 260 days of regular duty time for an employee on initial appointment or promotion to a position covered by the Non-Instructional Classification Plan, Policies and Pay Schedule in the bargaining unit. In the event that the employee does not satisfactorily complete his/her probationary period, he/she shall be separated from the service except that, in the case of promotion from a lower pay grade position, he/she may be considered for employment in the class or comparable pay grade from which he/she was promoted.

3. **HIRING RATES:**

**NORMAL HIRING RATES:** The first step of each pay grade shall be considered the normal hiring rate for new employees, except those so designated by Compensation Administration, as indicated in this Appendix. Under special circumstances, and with the approval of the Chief Officer for Human Resources, an employee may be hired or rehired at a salary step higher than the first step of the pay grade for the position being filled.

**REPLACEMENT HIRES:** All replacement hires normally will be made at the same pay grade level as the employee being replaced, provided job demands, responsibilities, and work content remain essentially unchanged. Where the responsibility or work content of a job is to be revised, the Chief of School Police, shall advise Human Resources so that the position may be reevaluated for possible reclassification.

**REHIRES:** Rate determinations for a rehired employee

- a. A former employee rehired within two calendar years of the date of last termination will be hired as follows:
  - 1) An employee hired in the same job as that held at the time of termination will be placed in the rate step of the pay grade for that job corresponding to the rate step placement at time of termination.
  - 2) An employee hired in a different job in the same job family as the job held at the time of termination will be placed on a step of the new pay grade determined by years of creditable service.
  - 3) An employee hired in a job in a different job family than that of the job held at the time of termination will be hired on the same basis as a new employee.
- b. A former employee separated from the system for more than three calendar years will be hired on the same basis as a new employee.

## APPENDIX B (cont.)

**MINIMUM WAGE COMPLIANCE:** The Board will comply with prevailing federal minimum wage standards, in accordance with the requirements of the Fair Labor Standards Act and the U.S. Department of Labor's Rules, Regulations, and Interpretive Bulletins regarding the Act.

### 4. **ADVANCEMENT WITHIN PAY GRADES:**

- a. Entry level personnel (Police Officer JC: 9096) shall be compensated less than the scheduled Step 1 annual base salary until graduation from the Southeast Criminal Justice Institute. Thereafter, employees will advance one step on the dates listed in Article XXIX, provided their employment commenced on or before March 31 of the current year.
- b. Eligible employees shall advance a step as specified in Article XXIX, Section 2, but wages will be frozen at the previous year's rate until an agreement on wages has been reached and a monetary value for each step has been agreed to by the parties.

### 5. **TRANSFERS, PROMOTIONS, AND DEMOTIONS:** All transfers, promotions, or demotions must be cleared and approved by the Office of Non-Instructional Staffing. Employees transferring to a new position must notify their present supervisor two weeks prior to the effective date of the transfer. Every effort should be made to report to the new position at the beginning of the new pay period.

**TRANSFERS:** When an employee is transferred or reassigned to a position in the same pay grade, he/she will receive no salary increase, except as outlined in 4(a) above.

**PROMOTIONS:** An employee promoted to an existing job in a higher pay grade will be given an increase in pay to the first step of the new rate range, if higher than the current rate of pay, or to that step of the new rate range that provides at least the equivalent of a one-step increase if the current rate of pay exceeds the first step of the higher grade. If an employee's rate of pay is equal to or exceeds the maximum of the rate range of the higher grade, no change in the rate of pay will be made.

#### **DEMOTIONS:**

##### a. **Unsatisfactory Performance**

In the event an employee is demoted to a position in a lower pay grade, as the result of inability to perform satisfactorily in the higher grade, or is reassigned to a position in a lower pay grade at his/her own request, he/she shall be placed on a step within the lower pay grade determined by the years of creditable service within the system.

##### b. **Reclassification of Job to a Lower Pay Grade**

## APPENDIX B (cont.)

In the event a position is reclassified to a lower pay grade and the incumbent cannot be placed in a position of comparable pay grade, the individual's rate of pay shall remain the same unless the current rate of pay is above the maximum of the new pay grade, in which instance, the rate of pay shall be reduced to the maximum of the new pay grade.

### c. Transfer to a Lower Pay Grade in Lieu of Layoff

In the event an employee is transferred to a position in a lower pay grade in lieu of layoff, the pay rate of the employee will be the rate step in the lower pay grade into which transferred corresponding to the rate step of the pay grade from which transferred.

6. **ESTABLISHMENT OF NEW POSITIONS:** All requests for the establishment of positions new to the Non-Instructional Classification Plan will be first written up on a position questionnaire and submitted to Compensation Administration for evaluation and recommendation for pay grade assignment. New positions so established will be audited after they have been functioning for a reasonable period of time to ensure the correctness of the level of duties, responsibilities, and pay grade assignment.
7. **RECLASSIFICATION OF POSITIONS:** Requests for evaluation of position classification may originate from employees or supervisory personnel and should be directed to Compensation Administration in the Office of Human Resources. Reclassification requests will not be given consideration unless approval is obtained from both the immediate supervisor and the department head or administrator in charge. Employees are further reminded that requests for reclassification to higher level positions cannot be considered unless the employee meets the minimum qualifications, including minimum standard test or licensing requirements.

Denied reclassification requests will not be reconsidered for a period of 12 months, except under extraordinary circumstances, such as complete department reorganizations.

An employee in an existing job which is reclassified (evaluated) to a higher pay grade, with or without a change in job content, will be given an increase in pay to the first step of the new rate range of the higher grade, or maintain the present rate of pay, whichever is higher. If the present rate of pay does not correspond to a rate step in the higher grade, that rate will be adjusted to correspond to the next higher step in the higher grade.

## APPENDIX C

### ELIGIBILITY CRITERIA FOR EDUCATIONAL ASSISTANCE PROGRAM MIAMI-DADE COUNTY PUBLIC SCHOOLS POLICE

The Board recognizes the value of encouraging its Miami-Dade Schools Police (M-DSPD) members to enhance and expand their educational training and expertise as law enforcement professionals. Therefore, as a part of this Contract with the FOP, the Educational Assistance Program has been created to provide tuition reimbursement to M-DSPD members who meet the program criteria.

M-DSPD members wishing to apply for the Educational Assistance Program must provide the Chief of Police of M-DSPD or his/her designee with proof of:

1. Enrollment in a degree-seeking program (Associate/Bachelor's/Master's degree only) at an accredited institution of higher learning, in one of the following areas of study:

#### Crime-Related Fields of Study

- a. Police Science/Police Administration
- b. Criminal Justice/Criminal Justice Administration/Public Administration
- c. Criminology
- d. Juvenile Justice
- e. Criminal Justice Planning/Evaluation
- f. Behavioral Science/Psychology -- with criminal justice concentration
- g. Social Science -- with criminal justice concentration

#### Non-Crime Related Fields of Study

- a. Social Sciences (communications, political science, social psychology, social work, society and justice, sociology)
  - b. Behavioral Science (counseling, psychology)
2. Enrollment in eligible course(s) and receipt of payment within two weeks of the first day of the course(s).
  3. Original transcripts (with raised seal) from the institution indicating successful completion of the course(s), with a grade or grades of "B" or higher. Such transcripts must be submitted within six months after completion of the course(s).

**APPENDIX D**

| <p align="center"><b>School Police Salary Schedule - B6</b><br/> <b>12 Months (260 days)</b><br/> <b>Effective 07/01/2016</b></p> |                     |                                 |                   |                   |                   |                   |                   |                   |                   |                   |
|---|---------------------|---------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>9096</b><br>Patrol<br>Officer<br>25  | <b>*STEP<br/>00</b> | <b>Entry<br/>Level<br/>(EL)</b> | <b>STEP<br/>1</b> | <b>STEP<br/>2</b> | <b>STEP<br/>3</b> | <b>STEP<br/>4</b> | <b>STEP<br/>5</b> | <b>STEP<br/>6</b> | <b>STEP<br/>7</b> | <b>STEP<br/>8</b> |
|   | *                   | \$40,400                        | \$42,420          | \$45,450          | \$47,470          | \$51,005          | \$53,025          | \$56,560          | \$60,600          | \$65,145          |
| <b>9097</b><br>Sergeant<br>27   |                     |                                 | <b>STEP<br/>1</b> | <b>STEP<br/>2</b> | <b>STEP<br/>3</b> | <b>STEP<br/>4</b> | <b>STEP<br/>5</b> |                   |                   |                   |
|   |                     |                                 | \$61,105          | \$65,650          | \$67,670          | \$70,700          | \$75,245          |                   |                   |                   |
| <b>9098</b><br>Lieutenant<br>29   |                     |                                 | <b>STEP<br/>1</b> | <b>STEP<br/>2</b> | <b>STEP<br/>3</b> | <b>STEP<br/>4</b> |                   |                   |                   |                   |
|   |                     |                                 | \$75,750          | \$77,770          | \$79,790          | \$83,830          |                   |                   |                   |                   |

\*Salary is 5% below Step 1A salary while enrolled in the Academy. Employees are placed on Entry Level (EL) upon passing State Exam.

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## Federal and State Laws Anti-Discrimination Policy

The School Board of Miami-Dade County, Florida adheres to a policy of nondiscrimination in employment and educational programs/activities and strives affirmatively to provide equal opportunity for all as required by:

Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin.

Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, gender, or national origin.

Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of gender.

Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40.

The Equal Pay Act of 1963 as amended - prohibits gender discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled.

Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications.

The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons.

The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions.

Florida Educational Equity Act (FEEA) - prohibits discrimination on the basis of race, gender, national origin, marital status, or handicap against a student or employee.

Florida Civil Rights Act of 1992 - secures for all individuals within the state freedom from discrimination because of race, color, religion, sex, national origin, age, handicap, or marital status.

Title II of the Genetic Information Nondiscrimination Act of 2008 (GINA) - prohibits discrimination against employees or applicants because of genetic information.

Boy Scouts of America Equal Access Act of 2002 – no public school shall deny equal access to, or a fair opportunity for groups to meet on school premises or in school facilities before or after school hours, or discriminate against any group officially affiliated with Boy Scouts of America or any other youth or community group listed in Title 36 (as a patriotic society).

Veterans are provided re-employment rights in accordance with P.L. 93-508 (Federal Law) and Section 295.07 (Florida Statutes), which stipulate categorical preferences for employment.

### In Addition:

School Board Policies 1362, 3362, 4362, and 5517 - Prohibit harassment and/or discrimination against students, employees, or applicants on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, genetic information, age, political beliefs, sexual orientation, gender, gender identification, social and family background, linguistic preference, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

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