

Merrett R. Stierheim, Superintendent

**SUBJECT: RATIFICATION OF NEW THREE-YEAR LABOR CONTRACT BETWEEN  
MIAMI-DADE COUNTY PUBLIC SCHOOLS AND THE FLORIDA STATE  
LODGE, FRATERNAL ORDER OF POLICE**

Pursuant to the provisions of Article XXXI of the Labor Contract between Miami-Dade County Public Schools and the Florida State Lodge, Fraternal Order of Police, the parties commenced negotiations October 3, 2000 for a new three-year successor contract. Negotiations were concluded on Tuesday, November 6, 2001, having reached a tentative agreement on all provisions covering wages, hours, and terms and conditions of employment for bargaining unit members. The Agreement addressed the following issues:

- General Purposes
- Definition
- Recognition
- General Provisions
- Union Access
- Union Representatives
- Disciplinary Action
- Grievance Procedure
- Working Conditions
- Seniority
- Insurance and Other Benefits
- Education and Training
- Legal Services
- Salary
- Ratification and Final Disposition

Specific details of the Agreement are as follows:

A three year successor agreement (effective July 1, 2000 through June 30, 2003) with a two year wage settlement (2000-2001 and 2001-2002); with new or modified provisions that:

- Establishes contract reopener provisions for Year Three (2002-2003).
- Affords the Union an opportunity to review proposed, amended or rescinded departmental policy or operational directives that impact terms and conditions of employment prior to implementation.

- Defines critical incidents and grants work-site access to Non-employee Staff Representatives when an employee is involved in a critical incident.
- Stipulates that disciplinary action, i.e. suspension, demotion, and dismissal, will not be taken without just and sufficient cause.
- Establishes provisions regarding an employee's rights during an internal affairs investigation and enumerates and defines investigatory findings.
- Stipulates that Assistant Police Chiefs have the right to transfer employees within the Department to improve effectiveness and efficiency.
- Requires that affected principals and region staff be consulted prior to the reassignment of a School Resource Officer.
- Establishes definitions for "Call In," "Holdover," "Call Back," "On-Call/Standby," "Court time/Shift Extension," and appropriate compensation when applicable.
- Establishes the Police Chief's authority to detach personnel to another law enforcement agency.
- Establishes salaries for 2000-2001 and 2001-2002 school years.
- Stipulates that seniority will be the prevailing factor only for administration of the layoff provisions.
- Increases the uniform allowance from \$300 to \$400 annually.

FOP bargaining unit members ratified the three year successor contract on November 10, 2001.

Copies of the tentative agreement will be transmitted to the School Board members under separate cover. Additional copies will be available in the Citizen Information Center and will be placed on file in the Office of the Board Recording Secretary.

This item does not appear on the regularly published agenda. The good cause to vary from the agenda is because of the need to approve the contract which has been ratified by the FOP.

**RECOMMENDED:** That The School Board of Miami-Dade, County, Florida, ratify the Tentative Agreement between the Miami-Dade County Public Schools and the Fraternal Order of Police. This Agreement is effective July 1, 2000 through June 30, 2003.

MRS:jmg