



MIAMI-DADE COUNTY
COMMISSION ON ETHICS & PUBLIC TRUST

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In re: Carol Bernier/

Case No: 11-07

AMENDED PUBLIC REPORT AND FINAL ORDER

The Advocate filed the above-captioned complaint against Carol Bernier ("Respondent") for alleged violation of Section 2-11.1(g) (exploitation of official position). The complaint alleged the Respondent was paid for sick leave while she was engaged in outside employment.

The Respondent is Public Facilities Manager at Zoo Miami. The Respondent was also employed at Baptist Hospital. The Respondent had departmental approval for outside employment between the hours of 7 p.m. and 11 p.m. for two to three days a week. The Respondent's work schedule at Zoo Miami was between the hours of 9 a.m. and 6 p.m.

On June 12, 2009, the Respondent worked at Baptist Hospital from 8:52 to 4:52 p.m. According to County personnel records, the Respondent also reported working at Zoo Miami on the same date. On June 17th and 18th, 2009, the

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MIAMI-DADE COUNTY COMMISSION ON
ETHICS AND PUBLIC TRUST

IN RE:

CASE NO: C11-07

CAROL BERNIER

AMENDED SETTLEMENT AGREEMENT

Pursuant to section 5.13 of the Miami-Dade County Commission on Ethics and Public Trust Rules of Procedure, Respondent does hereby enter into this settlement in full satisfaction of the above captioned matter based upon the following terms and conditions:

1. Respondent, CAROL BERNIER believes it to be in her best interest and in the best interest of all parties involved to avoid the expense and time of litigating this matter and to resolve the differences between Respondent and Petitioner. Respondent Admits to the allegations contained in Counts Two and Three of Ethics complaint number C11-07.

2. In light of the 20 day suspension and 160 hour loss of annual leave time imposed upon Respondent pursuant to the reprimand and suspension letter issued to Respondent on April 29, 2011, Respondent admits to the allegations in Counts Two and Three of the complaint and will accept a Public Reprimand in full satisfaction of the complaint. Count One is dismissed pursuant to this agreement.

3. Failure by respondent to fulfill and abide by her obligation under this Agreed Settlement Order may also result in contempt proceedings against Respondent.

4. This agreement, consisting of two (2) pages, embodies the entire agreement of the parties respecting the subject matter herein. There are no promises, terms, conditions or obligations other than those contained herein. This instrument

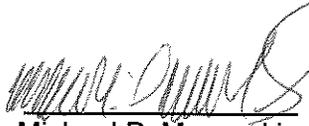
supercedes any and all previous communications, representations or agreements, either verbal or written between the parties.

5. By signing this agreement, Respondent acknowledges that she is doing so freely, voluntarily and without duress; that she is competent to enter this agreement; that she has fully and completely read and understood the terms and conditions of the agreement and has either had the opportunity to discuss these terms with legal counsel or has freely and voluntarily chosen to proceed without legal representation and that if anyone is signing this agreement on Respondent's behalf or in a representative capacity, that they are duly authorized and have full authority to execute this agreement .

6. Respondent agrees that settlement of this action in the manner described above is just and in the best interests of Respondent, and the citizens of Miami-Dade County.

Done and Ordered at Miami-Dade County, Florida this 17th day of JUNE 2011.

By: 
Dawn Addy
Chairperson


Michael P. Murawski
Advocate


Carol Bernier
Respondent

MIAMI-DADE COUNTY COMMISSION ON ETHICS & PUBLIC TRUST



LETTER OF REPRIMAND

To: Carol Bernier

From: Miami-Dade County Commission on Ethics and Public Trust

Re: Ethics Complaint C11-07

Date: June 2011

Respondent, Carol Bernier, admitted to violating Section 2-11.1 (g) of the Miami-Dade County Conflict of Interest and Code of Ethics entitled, “[e]xploitation of official position prohibited.”

Ms. Bernier is a Parks and Recreation employee, who works at Zoo Miami as a Public Facilities Manager. She also had permission to work at Baptist Health South Florida (Baptist) as long as that employment did not conflict with her County job.

Respondent admitted that on June 17, 2009, she used a “sick day” at her County job so that she could work at Baptist from 8:48 a.m. until 4:54 p.m. She also admitted to doing the same thing on June 18, 2009, when she again took a “sick day” from her County job to work at Baptist from approximately 8:35 a.m. until 4:59 p.m. that day.

Respondent received her County pay for “sick” hours on June 17 and 18, 2009, which correspond to the same days and times that she was working at Baptist.

The Miami-Dade County Conflict of Interest and Code of Ethics Ordinance

Section 2-11.1(g) states, in pertinent part:

(g) *Exploitation of official position prohibited.* No person included in the terms defined in Subsections (b)(1) through (6) shall use or attempt to use his official position to secure special privileges or exemptions for himself or others except as may be specifically permitted by other ordinances and resolutions previously ordained or adopted or hereafter to be ordained or adopted by the Board of County Commissioners.

The Miami-Dade County Commission on Ethics and Public Trust has consistently held that a manipulation or false statement made by a County employee on their PAR amounts to an exploitation of official position. Respondent secured a special privilege/exemption for herself. She was paid by the County when she falsely reported twice, that she was too sick to perform her County job while she, instead, went to work at her outside employer.

Ms. Bernier has been a County employee since 1987 and has had a good work record. This Commission sincerely hopes that this lapse in judgment by Ms. Bernier was an aberration that will not occur again. Ms. Bernier lied to her employer. For this transgression, she was suspended for twenty (20) days and has lost the permission to engage in outside employment. By lying to the County about her sick days, Ms. Bernier breached the public's trust. The taxpayers, who pay Ms. Bernier's salary, are entitled to receive the benefit of her labor. By lying about the fact that she was sick and engaging in

outside employment Ms. Bernier demonstrated that she places her own needs above those of society and the people who employ her.

This Commission hopes that Ms. Bernier will take this reprimand, as well as the administrative actions that were imposed against her, to heart and remember that being a public servant is a privilege not an entitlement. The public has a right to know that its employees are being paid for doing the public's work not for enriching themselves at the public's expense.