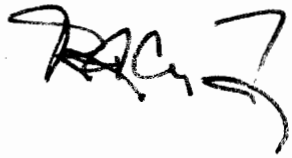
Special Item A

Memorandum

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

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



Date: July 23, 2009

Re: Collective Bargaining Agreements between Miami-Dade County and Gov't Supervisors Association, OPEIU, Local 100 – Professional Unit and Supervisory Unit

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This memorandum is to alert the Board to a potential problem with the language contained in these two proposed collective bargaining agreements with the Government Supervisors Association. The agreements are intended to provide that in the event the County's other bargaining units agree or are required to forgo merit increases and longevity bonuses, this unit will also forgo such benefits.

As presently worded, however, the agreements provide for the elimination or suspension of merit increases and longevity bonuses for this unit only if such benefits are eliminated or suspended "as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units." It is possible that such benefits for other units will be eliminated or suspended by agreement rather than through impasse resolution, in which case the language of these agreements would not technically require elimination or suspension of such benefits for these units.

The County Attorney advised the County's negotiators of this potential problem and recommended that they discuss it with the Union's representatives. The County's negotiators report that the Union's representatives agree that it was their intent that if the County's other bargaining units do not receive merit increases or longevity bonuses, regardless of the cause, these units would be treated the same.

The Board has the authority to ratify and execute the agreements as written, relying upon the Union's representatives' assurances that it will be interpreted in accordance with the parties' original intent. This leaves open the possibility, however remote, that the Union would not honor its representations.

Alternatively, the Board may ratify the agreements with the language modified to reflect more clearly the parties' actual intent. If the Board chooses to ratify the agreements with modified language, final execution of the agreement would be subject to the Union and its membership's ratification of the agreements as modified. If the Board chooses to ratify modified agreements, the suggested language is as follows:

Merit Increases and Pay Step Progression

In the event merit increases are eliminated, suspended or adjusted for any period of time during the term of this Agreement as a result of agreement or impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement. In such event, progression from any one pay step to the next pay step shall cease, be suspended or adjusted, as the case may be.

Longevity Bonus

In the event that longevity bonuses are eliminated, suspended or otherwise adjusted for any period of time during the term of this Agreement as a result of agreement or impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement.

Memorandum

MIAMI-DADE COUNTY

Date: July 23, 2009

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

From: George M. Burgess
County Manager

Subject: Approval of 2008-2011 Collective Bargaining Agreement Between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit

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Recommendation

It is recommended that the attached 2008-2011 Collective Bargaining Agreement between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit, be approved by the Board of County Commissioners.

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

As the GSAF bargaining units have in this Agreement agreed to accept whatever wage adjustments and merit/longevity freezes may be imposed during the term of the Agreement on all other County bargaining units, the fiscal impact of this collective bargaining agreement will necessarily be dependent on future decisions by the Board of County Commissioners applicable to other bargaining units. The total fiscal impact of this Agreement should therefore be considered in the context of wage and benefit costs that upon future consideration will be applicable to all County employees.

As reported in the FY 2009-10 Proposed Budget (Vol. 1, Attachment II, page 47), the savings associated with the freeze of merit increases and longevity bonuses and a five percent reduction in salaries equates to $143.6 million, across all sources of funds for FY 2009-10; this cost reduction recurs for each applicable year of the contract as it resets the base from which future growth is determined.

The cost of living adjustment has a recurring yearly impact on expenses of approximately $21.2 million across the entire County for every one percent increase.

Track Record/Monitor

The Director of Employee and Labor Relations monitors and oversees the administration of this collective bargaining agreement.

Background;

Collective bargaining negotiations produced the attached contract which was ratified by the Union membership and is now being submitted for your approval. This contract represents a fair and equitable Agreement with the bargaining unit and is the product of good faith negotiations between the parties. It recognizes the services provided by these public servants while ensuring the continued delivery of quality services to the public in a fiscally responsible manner. The following is a summary of the primary contractual changes affecting the employees covered by this Agreement.

Term of Agreement

This is a three (3) year contract for the period of October 1, 2008 through September 30, 2011.

Wages

- First Year 2008-2009

  Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall receive the most favorable wage adjustment, whether positive, negative or none, received by any other Miami-Dade County bargaining unit, excluding all Public Health Trust units, for the comparable 2008 to 2009 fiscal year, whether as a result of collective bargaining agreement or as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes.

- Second Year 2009-2010

  Effective the beginning of the last pay period in September 2010, all employees in bargaining unit classifications shall receive a one percent (1%) wage increase.

- Third Year 2007-2008

  Effective the beginning of the last pay period in September 2011, all employees in bargaining unit classifications shall receive a two percent (2%) wage increase.

Merit Increases and Pay Step Progression

In the event merit increases are eliminated, suspended or adjusted for any period of time during the term of this Agreement as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement. In such event, progression from any one pay step to the next pay step shall cease, be suspended or adjusted, as the case may be.

Longevity Bonus

In the event that longevity bonuses are eliminated, suspended or otherwise adjusted for any period of time during the term of this Agreement as a result of impasse resolution by the Board of County

Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement.

Disciplinary Action

The Association will have the option on behalf of a permanent status bargaining unit employee to appeal the disciplinary actions of dismissals, suspensions and demotions by utilizing the arbitration procedure contained in the Agreement. Previously, the Association could not choose to appeal dismissals through final and binding arbitration.

Leave With Pay

Currently, only the Association President and First Vice President are released from duty with pay to administer the Agreement. Effective the beginning of the first pay period following ratification and approval of this Agreement by the Board of County Commissioners, one additional bargaining unit employee, designated by the Association President, will be released from duty with pay to administer the Agreement.

Call Back

Non job-basis employees who respond to work-related electronic communication during non-working hours but who are not physically called back to work shall receive a minimum fifteen minutes' compensation at the overtime rate for each response. Any additional communication occurring during any one fifteen-minute period shall not result in additional compensation, unless such communication extends beyond fifteen minutes; in such event, compensation at the overtime rate shall be paid for actual time spent responding to such communication.

Contracting Out for Services

The County agrees to provide the Association at least sixty (60) days' written notice when contracting out for services currently being performed by bargaining unit employees.

Reopening

As in previous Agreements, in the event that during the term of the Agreement (October 1, 2008 to September 30, 2011) another County collective bargaining unit successfully negotiates an across the board wage increase that is greater than the wage increase provided for in the Agreement, the Association will have the right to request the reopening of negotiations with respect to Wages only.

The requirements of Resolution R-130-06, that any contract between the County and third parties be executed and finalized prior to their placement on a committee agenda, may be waived by the Board of County Commissioners upon recommendation by the County Manager that it is in the best interests of the County to do so. Therefore, it is respectfully recommended that these requirements be waived for this Collective Bargaining Agreement, based on the provisions of the accompanying resolution that

requires the Board to first approve and ratify this Agreement prior to it being executed by the County Manager. Accordingly, this Agreement will be executed by the parties subsequent to its approval and ratification by the Board.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: July 23, 2009

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

SUBJECT: Special Item A

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

✓ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Special Item A
7-23-09

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 – PROFESSIONAL UNIT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Manager's action in executing the attached 2008-2011 Collective Bargaining Agreement between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Unit in substantially the form attached hereto and made a part hereof. The provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are waived at the request of the County Manager for the reasons set forth in the County Manager's Memorandum.

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

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 23rd day of July, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

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

William X. Candela

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA
OPEIU, LOCAL 100 – PROFESSIONAL EMPLOYEES

OCTOBER 1, 2008 – SEPTEMBER 30, 2011

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ARTICLE 1 AGREEMENT

This Agreement is effective the 1st day of October 2008, by and between Miami-Dade County, hereinafter referred to as the County and the Government Supervisors Association of Florida/OPEIU, Local 100-Professional Employees hereinafter referred to as the Association. Said Agreement to be effective on the above date provided that it has been ratified by the Association and the Board of County Commissioners of Miami-Dade County, Florida. The term "employee" where used in this Agreement shall be understood to mean bargaining unit member.

ARTICLE 2 PURPOSE AND INTENT

It is the intention of the Agreement to provide for salaries, fringe benefits and other terms and conditions of employment except as otherwise provided by the Constitution, Statute, Charter, Ordinance, Administrative Order, Personnel Rules or County Pay Plan. It is further the intention of this Agreement to prevent interruption of work and interference with the efficient operation of the County and to provide an orderly, prompt, peaceful and equitable procedure for the resolution of grievances and the promotion of harmonious relations between the County and the Association.

Upon ratification, the provisions of this Agreement will supersede Personnel Rules or Administrative Orders and/or other rules and regulations in conflict herewith. However, if no conflict exists, employees shall be governed in all respects by those Personnel Rules, Administrative Orders, and all other County rules and regulations. The County retains the right to establish through Administrative Order or Personnel Rules practices or procedures which do not violate the provisions of this contract.

ARTICLE 3 RECOGNITION OF ASSOCIATION

The County recognizes the Association as the sole and exclusive representative of the employees within the Bargaining Unit covered by this Agreement for the purpose of collective bargaining with respect to wages, hours of employment, and other terms and conditions of employment.

ARTICLE 4 BARGAINING UNIT

1. The Bargaining Unit covered by this Agreement, as stated in PERC Certificate Number 1090, is as follows:

   INCLUDED: All full-time and regular part-time professional, non-supervisory, employees who are employed by Miami-Dade County in classifications included under Attachment A. (DEFINITION: Regular part-time means those individuals who work 20 hours or more per week for at least six months per year.)

   EXCLUDED: All other employees of Miami-Dade County,
   Including any non-professional employees and all supervisory, confidential or managerial employees.

2. Probationary, exempt, conditional, and regular part-time employees shall continue to be governed in all respects by the Code of Miami-Dade County, Florida, Personnel Rules, Pay Plan and other regulations in effect prior to the execution of this Agreement and there shall be no applicability of this contract or change in any of the wages, benefits, hours, or terms and conditions of employment of such employees as a result of this Agreement unless such applicability or changes are specifically stated in this Agreement with reference to such employees.

3. It is agreed that if and when new position classifications are created by action of the Board of County Commissioners, the questions of inclusion or exclusion within the Bargaining Unit shall be settled in accordance with state law.

ARTICLE 5 NONDISCRIMINATION

It is agreed that there shall be no discrimination against an employee covered under this Agreement by the Association or the County because of race, color, sex, creed, national origin, marital status, age, political affiliation, religion, membership in the Association, or for engaging in any lawful Association activities.

It is understood between the parties that bargaining unit employees will be covered by the provisions of County Administrative Order No. 7-37 "Unlawful Harassment".

This Article is intended solely to comply with the criteria enumerated above.

ARTICLE 6 CHECK OFF

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Association dues of such employee from his bi-weekly pay and remit such deduction to the Association within ten (10) days of the date of deduction. The Association will notify the County, in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. An employee may upon thirty (30) day written notice to the County and the Association revoke his dues deduction.

The Association agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this article.

ARTICLE 7 GRIEVANCE PROCEDURE

1. In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that the following shall be the sole procedure for the resolution of grievances regarding interpretation, application, and enforcement of this Agreement arising between the parties.

2. A "Grievance" shall be defined as any dispute that an employee or the Association may have arising out of the interpretation or application of the terms of this Agreement. A class grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit.

   Class grievances should attempt to name all employees and classifications covered in a grievance. Class grievances, at the option of the Association, may be submitted at Step 2 or 3 and no more than two (2) employees may meet with the intermediate supervisor or division director. Each grievance when filed shall state the alleged violation of the contract claimed, the date upon which the violation occurred (if applicable), the facts of such violation, the Article(s) of the contract violated and the remedy sought by the grievant(s).

3. Reductions in pay, reprimands, counseling, position classifications, classification appeals, job description appeals, performance evaluation appeals, disability determinations, safety and health, and similar matters, for which other appellate procedures are provided in the Code of Miami-Dade County, Florida and/or County Personnel Rules or other provisions of this Agreement are not subject to review as grievances and are not arbitrable. However, refusal to (1) process an application or appeal, (2) follow time limits, (3) permit an employee a right of representation or (4) denial of a right to receive a reply, are expressly grievable.

4. Grievances shall be processed in accordance with the following procedure:

   Step 1: The aggrieved employee, with the Association representative, if the employee so desires, shall discuss the grievance with the immediate supervisor within seven (7) calendar days of the occurrence or knowledge giving rise to the grievance.

Step 2: If after discussion with the immediate supervisor the grievance has not been resolved, the grievance shall be offered, in writing, and shall be forwarded, within seven (7) calendar days, to the intermediate supervisor. The intermediate supervisor's response shall be submitted in writing, to the grievant, with a copy to the Association, within seven (7) calendar days.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the aggrieved employee may appeal the grievance to the Director of the Division concerned, within seven (7) calendar days after the intermediate supervisor's response is due. The Director of the Division shall respond, in writing, within seven (7) calendar days.

Step 4: If the grievance has not been satisfactorily resolved in Step 3 hereof, the aggrieved employee may present the written appeal to the Director of the Department within seven (7) calendar days. The Director of the Department shall respond, in writing, within fourteen (14) calendar days.

5. If a grievance is not processed by the Association within the time limits provided for in Steps 3 and 4, the grievance shall be considered abandoned. If the County fails to process a grievance within the time limits provided, the grievance shall automatically proceed to the next step.

Either party shall be permitted one (1) extension of time at any step as a matter of right, not to exceed the seven (7) calendar days provided above for each step, provided that the other party must be notified of the requested extension prior to the expiration of the original seven (7) day time period. Additional extensions of time may be mutually agreed to at any step.

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

7. All responses required in Steps 2, 3, and 4, above shall be directed to the aggrieved employee with a copy to the Association. In class grievances, responses will be directed only to the Association.

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8. This grievance procedure shall suffice as the requirement for establishment of a plan for resolving employee grievances and complaints, as required in Section 2-42 (18) of the Code of Miami-Dade County, Florida and as required by Florida Statutes 447.401.

9. Prior to petitioning for arbitration for an unresolved grievance, either party may request a special labor management committee meeting to include a representative(s) of Employee_and Labor Relations to discuss the pending issues which have not been resolved through Step 4. Upon such request the time limit for seeking arbitration as set forth in Article 8 shall be tabled until the conclusion of such meeting or twenty-one (21) calendar days whichever is sooner.

ARTICLE 8 ARBITRATION

1. If the grievance has not been satisfactorily resolved within the grievance procedure, the Association may request a review by an impartial arbitrator, provided such request is filed in writing with the Director of Employee and Labor Relations no later than fourteen (14) calendar days after the rendering of the decision, by the Director of the Department. Upon receipt of a timely written request, the Director of Employee and Labor Relations will set forth in motion the necessary machinery to schedule the arbitration hearing. Matters that are not subject to review as grievances are nonarbitrable and shall not be scheduled for arbitration.

2. The Parties to this Agreement will attempt to mutually agree upon an independent arbitrator. If this cannot be done, a panel or panels will be immediately requested from the American Arbitration Association.

3. The arbitration shall be conducted under the labor rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined and submitted in this Agreement. The arbitrator shall

have no authority to change, amend, add to, subtract from, ignore, modify, nullify, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Agreement and his authority shall be limited to the interpretation of the terms of this Agreement.

4. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.

5. At the request of either party there shall be a certified court reporter at the hearing. The parties shall bear equally the expenses and fees of the mutually agreed upon court reporter, the arbitrator and all other expenses connected with a hearing.

   Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. Employees required to testify will be made available, however, whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are the grievant or are directly required to assist the principal Association Representative in the conduct of the case. In class grievances, the class shall be represented by the Association President. The intent of the parties is to minimize time lost from work.

6. The award of the arbitrator shall be final and binding when made in accordance with the jurisdiction and authority of this Agreement. The arbitrator shall make his award within 30 days of the close of the hearing and shall promptly furnish copies to both parties.

7. Matters excluded from the Grievance Procedure under Article 7, Section 3, shall be excluded from Arbitration.

ARTICLE 9 CLASSIFICATION APPEAL

1. If an employee has reason to believe that he/she is misclassified based upon a significant change in his/her job duties and responsibilities, he/she may apply for a review of his/her classification, in writing, to his/her immediate supervisor. Such reclassification request shall be limited to one (1) request per employee during the term of this agreement. Such request, including a job description prepared by the employee and commented upon by the Department, shall be forwarded to the Recruitment, Compensation and Testing Division by the employee's department within thirty (30) calendar days of receipt of request. Within sixty (60) calendar days of receipt of the request for reclassification, the Recruitment, Compensation and Testing Division shall render a decision in writing.

2. If the decision of the Recruitment, Compensation and Testing Division is deemed a "no change", the employee may, within fourteen (14) calendar days of receipt of the decision, request in writing, a hearing by the Human Resources Department Director. At the hearing, the employee may be accompanied by a representative of their choosing and may produce any documents and evidence to support the claim for reclassification. The Association has the right to be in attendance at the appeal hearing. The Human Resources Department Director will explain the basis for the decision in writing in the event the request is denied. The Employee Relations Department Director shall hold such hearing within ninety (90) calendar days of the request and render a decision within ninety (90) calendar days after the conclusion of the hearing.

3. Whenever the Human Resources Director determines that an employee is misclassified, the employee shall be placed in a current, appropriate classification, unless the Human Resources Director determines that there is no existing appropriate classification, in such cases, the Human Resources Director shall establish the

classification, job description and pay range, which shall be maintained during the term of this agreement. In the event the request for reclassification is upheld, the employee shall receive compensation beginning with the pay period that the original request was initiated.

4. In the event a Department Director requires an employee to utilize, for the benefit of the County service, a current and active professional license as a regular component of their assigned tasks, and the license held by the employee is not a requirement of their present position or job classification, the Department may request a review of the licensure duties and responsibilities by Human Resources Department to determine if additional compensation is warranted and is extraordinary to the level of compensation currently provided to the employee. Justification for the requested compensation shall be submitted by the Department Director to the Human Resources Department's Recruitment, Compensation and Testing Section for their review and analysis. The decision of the Human Resources Department shall be final and binding and will not be grievable or subject to further appeal.

ARTICLE 10 JOB DESCRIPTION AND APPEAL

1. Whenever there is a proposed change in the job description or title of a class within this Bargaining Unit, the County shall discuss with the Association the proposed change in job descriptions. The Association shall receive a copy of the current job description and the proposed job description.

2. If the Association is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in paragraph 1 above, request a hearing before the Recruitment, Compensation and Testing Division Director. This hearing shall be held at a mutually agreeable time, within thirty (30) days.

3. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. Within present job descriptions, the County may assign tasks and duties which involve minor and occasional variation from the job descriptions to employees as long as the tasks and duties assigned fall within skills and other factors common to the classification.

4. It is understood by the Parties, the duties to be added in the proposed change in the job description shall bear a reasonable relationship to the duties and responsibilities currently contained therein. Changes proposed by the County, other than the addition of new duties, shall be reasonable under the circumstances.

5. Compliance with the requirements of this provision shall be the issue in the hearing. Testimony shall be taken from employees affected, who desire to give such testimony, provided the Association and the County will agree on a representative number of employee witnesses to ensure a full hearing on the merit of the issues. Appropriate County Management shall appear in support of the proposed changes. Within fourteen (14) calendar days of receipt of the Recruitment, Compensation and Testing Division Director's decision, the Association may request the Human Resources Director to review this decision and issue a final decision within thirty (30) calendar days. The decision of the Human Resources Director shall be final and binding and not subject to any further review or appeal and is not subject to review as a grievance.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

The Association may request a Labor Management Committee be established in each operating Department in which members of the bargaining unit are employed.

Said Committees shall consist of members designated by the Association and of members designated by the Department Directors.

The Association membership of such Committees shall consist of Association Officers and/or persons from within the job classifications covered by this Agreement within the concerned Department and the Management members shall consist of persons within the Departments, but outside of the Bargaining Unit, as herein defined. Time off with pay, as required, shall be granted to employees designated as Committee members for attendance at Labor-Management Committee meetings.

The Labor-Management Committees will meet on an "as needed basis" whenever the Association requests the Committee to meet by making a written request to the County's Employee and Labor Relations Director and the concerned Department Director. Such written request shall contain a list of the topics to be addressed at the Committee meeting. The purpose of these meetings will be to discuss with the employees, problems, and issues of mutual concern not involving grievances or matters which have been the subject of collective bargaining between the parties.

The composition of the Labor-Management Committees shall consist of not more than five (5) members designated by the Association and not more than five (5) members designated by the Department Director. The parties may be represented by more members upon mutual agreement.

Performance Based Compensation Projects

The Association agrees to work cooperatively with the County to develop and implement performance based compensation projects involving bargaining unit classifications. These performance based compensation projects shall be joint ventures, representing a

collaborative effort between the County and the Association, to effect meaningful performance based productivity gains that are designed to enhance the effectiveness and efficiency of the Departments. Either party shall have the right, at any time during the term of this Agreement, to reopen the Agreement with respect to Performance Based Compensation Projects, classification consolidation studies, or the County Pay Plan redesign. The County agrees that it cannot unilaterally implement changes which would conflict with the terms of this collective bargaining agreement.

ARTICLE 12 ASSOCIATION REPRESENTATIVES

The Association has the right to select employees from within the Bargaining Unit, as herein defined, to act as Association Representatives. The names of Association Officers and representatives shall be certified, in writing, to the County's Employee and Labor Relations Director and to the concerned Department Directors. It is agreed to and understood by the parties to this Agreement that Association Representatives may, without loss of pay, with prior approval of their supervisor, process grievances. It is agreed to and understood by the parties to this Agreement that there shall not be more than fifteen (15) representatives within the Bargaining Unit, as herein defined. The supervisor's approval shall not be unreasonably withheld. It is agreed to and understood that Association Representatives shall process grievances and conduct their other duties in such manner as to not disrupt normal County activities, work production and services. Distribution of Association literature shall not be done in work areas during work time.

Every effort will be made, by both the County and the Association, to allow Association Representatives to investigate grievances as rapidly as possible, preferably on the same date as the grievance becomes known and at least within twenty-four (24) hours. The investigation of a pending grievance or personal contact of employees during work time by Association Representatives, or non-employee Association Business Representatives shall not be done

without first receiving prior approval from an employee's supervisor. Approval shall not be unreasonably withheld.

Non-employee Association Business Representatives, shall be certified, in writing, to the County's Employee and Labor Relations Director by the Association. The Association agrees that activities by the Association Representatives shall be carried out in such a manner as not to disrupt normal Departmental activities, work production and services.

ARTICLE 13 DISCIPLINARY ACTION

A. The County may discipline or discharge classified employees for just cause in accordance with applicable sections of the Miami-Dade County Code, Personnel Rules and Administrative Orders, specifically including Administrative Order 7-3, Disciplinary Action, appended hereto.

Whenever it is alleged that an employee has violated any rule, regulation, or policy, or has acted in such manner that would warrant the consideration of discipline, the employee shall be notified that discipline is being considered and shall be provided with an explanation of the charges under consideration. The employee shall have the right to have a representative present during any investigatory questioning of the employee that might lead to disciplinary action. Unless unavailable, the employee should be scheduled for a private disciplinary session for the presentation of the charges under consideration, and will be given a reasonable opportunity (no less than 48 hours) to obtain a representative of his or her own choosing at any disciplinary session held. The parties agree to conduct disciplinary action sessions in a professional manner. Any questions which the employee may have should be answered. The response of the employee, including any explanation of the incident or mitigating circumstances shall be noted. The employee must be allowed the opportunity, if desired, to respond orally at such disciplinary_session, or in writing within a reasonable time but, unless otherwise mutually

agreed to, no more than five work days to the charges made. The employee's response must become a part of the disciplinary action report and taken into consideration prior to a final determination being made.

Neither formal nor informal counseling is considered to be disciplinary action. An employee being presented a formal counseling may request a representative.

The parties agree that Section 2-47 of the Code of Miami-Dade County will be the exclusive method of disciplinary action appeals. Exempt and non-permanent status employees shall not be entitled to appeal disciplinary actions. Nothing herein shall preclude the County from its existing right to suspend employees pursuant to the automatic suspension provisions of section 2-42(22) of the County Code. Further, nothing within this article alters the County's right to relieve employees from duty with pay for reasons deemed by the County to be in its best interest.

The concerned Department at their sole discretion, may offer to an employee with notice to the Association the option of forfeiting accrued annual or holiday leave in lieu of serving a disciplinary suspension. Employees selecting this option, that is authorized and approved by the Department, shall waive their right to any appeal action of the suspension. The documentation of the suspension will be a part of the employee's work record and remain in their personnel file.

A non-job basis employee who is required by their Department to attend a disciplinary proceeding will be compensated at the applicable rate of pay in accordance with the provisions of this Agreement.

B. The concerned Department may elect to relieve an employee from duty pending the completion of an investigation or other administrative action. The employee in such cases may be subject to any of the following conditions:

(1) Emergency suspension in accordance with the provisions of Miami-Dade County Administrative Order #7-3.

(2) Relief from Duty with pay pending appropriate administrative action.

(3) Temporary reassignment of duties or transfer to another position within the department pending appropriate administrative action.

(4) Transferred to another position in lieu of or in conjunction with appropriate disciplinary action.

(5) Should disciplinary action be taken against an employee, the period of time an employee is relieved of duty without pay may be included in the final disciplinary action at the concerned department's discretion.

The aforementioned actions shall not be applicable to automatic suspensions imposed in accordance with the provisions of Section 2-42(22) of the Code of Miami-Dade County, or otherwise alter the provisions of Miami-Dade County Administrative Order #7-3 or the Miami-Dade County Personnel Rules.

C. The County will attempt to obtain the Hearing Examiner's recommendation within sixty (60) days of the Hearing Examiner's receipt of the transcript from the hearing. The County will not be held responsible for the failure of a Hearing Examiner to submit the appropriate recommendation to the County Manager. The Hearing Examiner's failure to comply with the

provisions of Section 2-47 of the Code of Miami-Dade County shall not result in the employee's reinstatement, entitlement to any back pay, or otherwise invalidate the disciplinary action.

D. The County Manager will, upon receipt of the appropriate material from the Hearing Examiner, in cases of dismissal of a permanent employee, render a timely decision in accordance with the provisions of Section 2-47 of the Code of Miami-Dade County. Should the County Manager be unable to render a timely decision, the concerned employee or the Association may request reinstatement to the payroll, for administrative purposes only, pending the County Manager's final decision.

E. The County Human Resources Director, in consultation with the Director of Employee and Labor Relations, shall be responsible for maintaining the Hearing panel of qualified Hearing Examiners and the Hearing Examiner Procedure Manual to be utilized in disciplinary appeal hearings conducted in accordance with Section 2-47 of the Code of Miami-Dade County.

The County Human Resources Director shall make available to the Association upon request, the panel of Hearing Examiners. The Association may challenge for just cause, the utilization of a specific Hearing Examiner. The Human Resources Director shall review the Association's request and render a final and binding decision. Nothing contained herein shall otherwise modify or restrict the Human Resources Director's authority to administer the disciplinary appeal hearing system.

F. The parties shall not initiate any exparte communications with either the Hearing Examiner or the County Manager for the purpose of influencing the final appeal decision. The

Hearing Examiner's recommendation and the County Manager's final decision are to be based upon the entire record of the appeal hearing.

G. The provisions of this Article are not applicable to exempt, probationary, part-time or other non-permanent employees.

H. The Association will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions of dismissals, suspensions and demotions by utilizing the arbitration procedure contained in Article 8 of this Agreement. The Association shall notify the Director of Employee and Labor Relations in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Association's choice between the arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change. In the case where the Association does not timely notify the County or chooses not to select the arbitration procedure, then the disciplinary appeal provisions under 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Association selects the option to appeal a demotion or suspension under the arbitration procedure then the provisions of 2-47 of the Code will not be applicable.

ARTICLE 14 PERFORMANCE EVALUATION AND APPEALS

1. The County shall retain the right to establish and administer a Performance Evaluation system to conduct annual performance evaluations of employees to appraise their productivity, effectiveness and compliance with the rules and regulations. The purpose of evaluations are to generally improve performance, to identify and recognize superior

performance, to facilitate communication between supervisors and employees, and to provide timely and accurate information which may be used in making of personnel decisions related to employee performance.

2. The permanent employee who has received an overall evaluation of "unsatisfactory" or "needs improvement" may appeal by first requesting a review of the Performance Evaluation by the Department Director or his designee, within ten (10) calendar days. The Director may recommend changes or alterations, or return the Evaluation unchanged to the employee. If the decision of the Director is not acceptable to the employee, the employee may continue the appeal within ten (10) calendar days after receipt of the Director's decision by making a request in writing to the Human Resources Director.

3. The Human Resources Director will appoint a three person management level panel, none of whom shall be from the appealing party's department, to act as an informal fact- finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The affected department has the right to have a representative present throughout the entire appeal hearing. The hearing shall be informal, a transcript is not to be kept and there will no cross-examination. The employee representative may ask questions of County witnesses through the panel chairman. Questions shall also be addressed to employee witnesses by panel members through the chairman. The purpose of the panel's review is to (1) determine compliance with evaluation procedures, and (2) recommend whether the evaluation should be upheld and the reasons for this recommendation.

4. Within thirty (30) days following the hearing, the panel will submit a written report of their findings and decision to the Human Resources Director. A majority of the panel may sustain or revise the evaluation, either because of failure to follow procedure or on the merits of the evaluation itself. The Human Resources Director will forward the panel's findings and decision to the appropriate department director for implementation.

ARTICLE 15 PROBATIONARY PERIOD

All full-time, classified service employees hired, promoted or transferred into bargaining unit classifications shall serve a 26 pay period (one year) probationary period.

Employees whose positions are retitled, with no increase in pay, will not be required to serve a new probationary period.

ARTICLE 16 TRANSFERS WITHIN A DEPARTMENT

Employees may be transferred at the sole discretion of the County within a department. Such transfers may be in lieu of or in conjunction with disciplinary action.

The departments will attempt to provide the transferred employee with a ten (10) calendar days notice except for reasons of operational necessity as determined solely by the Department. The failure to provide such notice shall not preclude the Department from effecting the transfer.

An employee may submit a written request to their Department Director for consideration of a transfer to an open position in their current classification. The decision of the Department Director shall be final and binding.

ARTICLE 17 LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS

Layoff, defined, is the separation of an employee for lack of work or funds as determined by the County, or due to the reduction in or the contracting out of services, without fault or delinquency on the employee's part.

Employees to be laid-off shall be notified as soon as possible after the decision for lay-off has been made. In no event shall the County give the employees less than twenty-one (21) calendar days notice.

In the event of a layoff the Human Resources Director, in conjunction with the Recruitment, Compensation and Testing Division Director shall determine the county-wide classifications that are equivalent to the affected positions for retention purposes and will determine the bumping series county-wide. The bumping series, as determined solely by the Human Resources Director, shall be defined as a series of positions related in terms of the duties, experience and education requirements. The term county-wide is understood between the parties to be defined as all operating departments and organizational entities within Miami-Dade County.

Employees shall be laid-off within the County in accordance with seniority in the job classification and all performance ratings on file, as provided in the County's Layoff Procedures Manual.

The County may require that employees bumping into a department as a result of a layoff related action satisfactorily demonstrate their proficiency to perform the essential functions of the new position within a reasonable period of time, not to exceed thirteen (13) pay periods, as determined by the concerned department director and approved by the Human Resources Department. It is understood that employees bumping into a Department as a result

of a layoff related action will receive appropriate orientation and training as determined necessary by the concerned Department.

Employees failing to satisfactorily demonstrate their proficiency in performing the essential functions of their new position will be allowed to continue to exercise their classified service rights, in accordance with the provisions of the County's Layoff Procedures Manual.

Employees who have been laid-off shall be reemployed in the reverse order from which they were laid-off. Any sick leave that was forfeited at the time of layoff shall be restored at the time of rehire.

In the event that the County prefers to reduce hours of work in lieu of a layoff, it shall give the affected employees the option of either accepting the reduction in their hours of work or having a layoff of employees. Such option shall be determined by a majority vote of the affected employees.

ARTICLE 18 ACTING APPOINTMENTS

In the event an employee is placed, by authorization of the concerned Department in a higher classification on an "acting" basis, pending the appropriate appointment from an established eligible list, such employees will receive a one (1) pay step increase for the period of time served in the "acting" class, and further, any time served in this capacity shall not be credited toward the probationary period.

An acting appointment will be for an initial period of not more than six (6) months (13 pay periods). However, this initial time period may be extended for up to an additional six (6) months when the Department requests such extension from the Human Resources Department. The Association will be advised by the concerned Department of a requested extension prior to a final determination by the Human Resources Department.

ARTICLE 19 WORK IN HIGHER CLASSIFICATION

An employee who is specifically authorized and assigned by a Department Director or his or her designee to temporarily assume the duties of a higher pay status classification, that is an established budgeted position currently on the Department's table of organization, for more than five (5) consecutive work days will receive a one (1) pay step increase for all consecutive hours worked in the higher classification. The maximum out of class compensation shall be limited to seven (7) pay periods unless specifically approved by the Department Director and the Human Resources Department.

ARTICLE 20 SICK LEAVE

1. The sick leave policy as stated in the Personnel Rules and Leave Manual shall remain in force and effect unless modified by this collective bargaining agreement.

2. Full-time employees shall earn ninety-six (96) hours of sick leave per year in accordance with the Leave Manual.

3. The portion of a full-time employee's first six (6) days that are unused at the end of the employee's leave year shall be added to the employee's annual leave; the balance shall be deposited in the employee's sick bank.

Employees who retire or resign from County service will be eligible to receive payment for up to a maximum of 1,000 hours of accrued unused sick leave at the employees current rate of pay at time of separation, excluding any shift differential, prorated in accordance with the following schedule:

Less than 10 years	No Payment
10 years but less than 11 years	25% payment
11 years but less than 12 years	30% payment
12 years but less than 13 years	35% payment
13 years but less than 14 years	40% payment
14 years but less than 15 years	45% payment
15 years but less than 16 years	50% payment
16 years but less than 17 years	55% payment
17 years but less than 18 years	60% payment
18 years but less than 19 years	65% payment
19 years but less than 20 years	70% payment
20 years but less than 21 years	75% payment
21 years but less than 22 years	77.5% payment
22 years but less than 23 years	80% payment
23 years but less than 24 years	82.5% payment
24 years but less than 25 years	85% payment
25 years but less than 26 years	87.5% payment
26 years but less than 27 years	90% payment
27 years but less than 28 years	92.5% payment
28 years but less than 29 years	95% payment
29 years but less than 30 years	97.5% payment
30 years or more	100% payment

All such payments described above are based on years of full-time County employment with a maximum payout of 1,000 hours of accumulated sick leave.

Bargaining unit employees who retire after 30 years of full time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the employee's current rate of pay at the time of retirement excluding any shift differential, and will not be subject to any maximum number of hours.

ARTICLE 21 ANNUAL LEAVE

1. The current Annual Leave Policy as stated in the Personnel Rules and Leave Manual shall remain in force and effect.

2. In order to recognize longevity of service, persons with six (6) or more years continuous full-time County service have the following additions to their annual leave:

After six (6) years	Eight (8) hours
After seven (7) years	Sixteen (16) hours
After eight (8) years	Twenty-four (24) hours
After nine (9) years	Thirty-two (32) hours
After ten (10) years	Forty (40) hours
After sixteen (16) years	Forty-eight (48) hours
After seventeen (17) years	Fifty-six (56) hours
After eighteen (18) years	Sixty-four (64) hours
After nineteen (19) years	Seventy-two (72) hours
After twenty (20) years	Eighty (80) hours

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

4. The County shall notify employees that they are reaching the maximum amount of allowable annual leave accumulation. The employees shall then be allowed to reduce the annual leave to avoid the loss of excess accumulation of such leave.

ARTICLE 22 BEREAVEMENT LEAVE AND EMERGENCY SICK LEAVE

Full-time employees will be granted three (3) days of bereavement leave with pay in the event of a death in the immediate family as provided in the County's Leave Manual.

For life-threatening illnesses in the immediate family as defined in the County's Leave Manual, employees will be entitled to three (3) days off per year chargeable from the employee's sick leave accrual.

Employees eligible for these bereavement leave or emergency sick leave shall obtain advance approval whenever possible from an appropriate level supervisor prior to using such leave.

Part-time employees are not eligible for bereavement leave but are eligible for emergency sick leave.

ARTICLE 23 DISABILITY LEAVE

Eligible bargaining unit employees shall be entitled to short-term disability leave benefits in accordance with coverage provided by the Miami-Dade County Code except that

payment for disability leave for all bargaining unit employees hired after May 1, 1979 shall be 80% of employee's salary less all Worker's Compensation weekly indemnity payments.

ARTICLE 24 MILITARY LEAVE

The County is governed by Federal and State law concerning military leave and all employees represented by this contract shall receive the benefits of such laws. Time served by employees on Military Active Duty Leave will be credited toward merit increases, longevity annual leave, longevity bonus, layoff retention rights, and seniority credit for promotional examinations.

ARTICLE 25 DEATH BENEFIT

When a full-time employee dies and it has been determined that his survivors are not entitled to County-provided job related death benefits, in addition to compensation for accumulated annual leave, holiday leave and other monies due to the employee, the County will pay to the employee's beneficiary the equivalent of two (2) weeks normal pay.

If the deceased employee has ten (10) or more consecutive years of full-time County service, the employee's beneficiary shall receive the equivalent of four (4) weeks normal pay.

Regular part-time employees are not eligible for this death benefit.

ARTICLE 26 LEAVE WITH PAY

Leave with pay shall be authorized in accordance with the County Leave Manual for the following reasons:

1. Seven (7) employees will be permitted, when necessary, to participate in collective bargaining negotiations with the County. These employees shall be designated in writing to the Department Director and the Director of Employee and Labor Relations for the County. The employee shall give reasonable notice to their supervisor. Such time spent at collective bargaining negotiations will be considered as time worked.

2. Employees designated by the Association to attend Association functions. The total amount of time granted to all employees cumulatively seeking leave under this provision shall not exceed ten (10) working days in any contract year.

3. Administrative Leave shall be granted to employees to take County Civil Service exams and to appear for job interviews in connection therewith.

ARTICLE 27 LEAVE OF ABSENCE WITHOUT PAY

The Department Director may grant a leave of absence to an employee with permanent status for a period not to exceed one (1) year.

Leaves of absence may be granted for sickness and disability, for religious holidays, to engage in a course of study, to accept an exempt position and for other good and sufficient reasons in the best interest of the County service.

ARTICLE 28 HOLIDAYS

1. The following days shall be considered paid holidays for eligible full-time employees.

New Year's Day	Veteran's Day
M. L. King's Birthday	Thanksgiving
Presidents' Day.	Friday After Thanksgiving

Memorial Day	Christmas Day
Independence Day	Employee's Birthday
Labor Day	One Floating Holiday
Columbus Day	

2. To be eligible for a paid holiday, an employee must be in a pay status for a full day on his assigned work days that immediately precede and immediately follow the day on which the holiday is observed.

3. Regarding the Birthday Holiday, it is to be observed on the day it occurs. If that day is not an employee's normal work day, then it will be observed on the nearest regular work day following the Birthday Holiday. If an emergency situation, as determined by the Department Director, requires employees to work on their birthday, the Birthday Holiday may be delayed for up to six (6) months and another day of the employee's choice, approved by the Department, shall be designated. This Birthday Holiday must be used within six (6) months from the date of the birthday and is not compensable.

4. Regarding the Floating Holiday, the Department may require as much as two (2) weeks prior notice. The actual day to be used is subject to the mutual convenience of the employee and the Department.

   Only full-time employees with more than nine (9) pay periods of County service are eligible for this holiday. This holiday is not compensable and must be used during the Fiscal Year and cannot be transferred from one fiscal year to the next.

5. Christmas Eve and New Year's Eve shall not be considered as holidays and they shall be treated as normal work days in all respects during the term of this Agreement.

6. Holidays falling on Saturdays are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed on the following Monday. In such

cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

7. The County, after advising and discussing with Association, shall retain the authority to determine and schedule the actual day on which a County recognized holiday will be observed.

ARTICLE 29 HOLIDAY PREMIUM PAY AND LEAVE

1. Holiday Leave shall be a term used to credit employees who are required to work on a holiday. Holiday Leave may be used for the same purpose as annual leave and is payable upon separation. To qualify for Holiday Leave, an employee must be in a pay status for a full day on their assigned work days that immediately precede and immediately follow the day on which the holiday is observed.

2. Holiday Leave can be accrued to a maximum of 200 hours for those employees designated as non-job basis, by the Pay Plan.

3. All employees shall be paid for outstanding Holiday Leave at time of separation. Such payment shall be at the employees current pay rate at separation (except that night shift differential shall not be included in determining pay rate).

4. Holiday Leave shall be credited to job basis employees on an hour for hour basis, to a maximum of the employee's normal workday per holiday. Holiday Leave shall be credited to non-job basis employees as outlined in Sections 5, 6, and 7 of this Article. Non-job basis employees shall have the option at the time Holiday Leave is earned of either being paid or accruing Holiday Leave.

5. Non job-basis employees who work on a holiday which falls on a regularly scheduled day off shall receive twelve (12) hours Holiday Leave and time and one-half (1 1/2) for all hours worked in excess of forty (40) during that week. An employee required to work under these circumstances will be paid for at least four (4) hours regardless of actual hours worked.

6. When a holiday falls on a regularly scheduled day off and the employee does not work they shall receive eight (8) hours Holiday Leave.

7. When a holiday falls on non job-basis employees' regularly scheduled work day, and they are required to work on that day, in addition to their regular day's pay, shall receive Holiday Leave or straight time pay on an hour for hour basis, with a minimum guarantee of four (4) hours regardless of the number of hours actually worked.

8. Employees who regularly work 4/10 hour days per week shall received fifteen (15) hours of Holiday Leave under Section 5, above, and then (10) hours of Holiday Leave under Section 6 above.

ARTICLE 30 OVERTIME COMPENSATION

1. All work authorized to be performed by non-job basis employees in excess of 40 hours of work per work week shall be considered overtime work. All hours in pay status shall be considered as hours worked, except for sick leave and annual leave. This includes hours within a regularly scheduled work day taken under Article 26, Leave With Pay, Additionally, all work authorized to be performed by non-job basis employees in excess of the normal work day, as determined by the Department, shall be considered overtime work provided that Overtime hours worked will not be included in determining the normal work week.

2. Non job-basis employees performing overtime work shall be paid time and one-half at their regular hourly rate of pay.

3. A non-job basis employee required to work three (3) hours immediately before or two (2) hours immediately beyond his normal work shift shall receive one-half (1/2) hour off with pay for a meal break.

4. The parties agree that assignments and authorization of overtime work shall rest solely with the Department.

5. This article is intended to be construed only as a basis for calculation of overtime and shall not be construed as guarantee of hours of work per day or per week.

6. Job basis employees shall not be eligible for overtime compensation.

7. An employee shall not have his or her regular work schedule changed solely to avoid the payment of overtime.

ARTICLE 31 WORK SCHEDULING

1. The standard work week commences at 12:01 a.m. each Monday and ends at 12:00 p.m. midnight of the following Sunday.

2. The standard number of working hours for full-time employees during any standard work week will normally be forty (40) hours unless otherwise specified in the Pay Plan for County Service.

3. The County, at its discretion, shall have the sole right and authority to determine, amend, change or modify employees work schedules. Employees shall be assigned or transferred to work schedules at the sole discretion of the County.

4. This article shall not be construed as a guarantee of work per day or per week; nor is it a limitation upon the County's right to reduce the employee's hours of work in accordance with Article 17.

5. Employees required to attend jury duty on their regular days off may request that their work schedule be reviewed for possible adjustment to provide different days. The concerned department may consider such schedule changes when operationally feasible. The Department's decision is final.

ARTICLE 32 EMERGENCY ACTION

The County possesses the authority to take emergency action as determined necessary to carry out services and adjust operational requirements during an emergency as determined by the County Manager or an authorized representative.

ARTICLE 33 ENTRANCE PAY RATES

For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or

above satisfactory job performance. In the event merit increases are eliminated, suspended or adjusted for any period of time during the term of this Agreement as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement. In such event, progression from any one pay step to the next pay step shall cease, be suspended or adjusted, as the case may be.

The County shall have the authority to approve intermediate pay requests based upon relevant experience in accordance with County compensation procedures.

ARTICLE 34 WAGES

First Year 2008 - 2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall receive the most favorable wage adjustment, whether positive, negative or none, received by any other Miami-Dade County bargaining unit, excluding all Public Health Trust units, for the comparable 2008 to 2009 fiscal year, whether as a result of collective bargaining agreement or as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes.

Second Year 2009 - 2010

Effective the beginning of the last pay period in September 2010, all employees in bargaining unit classifications shall receive a one percent (1%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Third Year 2010 - 2011

Effective the beginning of the last pay period in September 2011, all employees in bargaining unit classifications shall receive a two percent (2%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

In the event that merit increases and/or longevity bonuses are eliminated, suspended or otherwise adjusted for any period of time during the term of this Agreement as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement.

ARTICLE 35 BACK PAY

The County is entitled to recover, in a timely manner, funds determined by the County to have previously been paid in error to an employee. The County shall have the right to effect such recovery of funds through a stipulated biweekly paycheck deduction, at a biweekly rate equal to the biweekly rate of the erroneous payment, or at the minimum rate of fifty ($50) dollars per pay period, whichever is greater unless otherwise mutually agreed to by the County and employee. The specific recovery rate shall be determined through an agreement between the concerned employee and the Human Resources Department, upon notification to the concerned employee. The concerned employee shall have fourteen (14) calendar days from receipt of the notification to contact the departmental personnel representative in order to stipulate to a specific recovery rate in accordance with this contact provision. Failure by the concerned employee to make the necessary arrangements within the specified period shall result in the paycheck deduction being automatically effected by the County at a rate the County deems appropriate.

The County has the right to recover the full amount of erroneous payments in the event the employee separates from the County service, including the right to make necessary deduction from the employee's terminal leave pay.

While the County's authority and the procedural provisions of this article are not subject to review as a grievance, the basis for and the amount of the claimed overpayment is subject to review as a Collective Bargaining Agreement Grievance or a Career Service Grievance.

ARTICLE 36 NIGHT SHIFT PAY DIFFERENTIAL

Employees assigned to work shifts which have the major portion of the scheduled hours of work occurring between the shift hours of 6:00 p.m. and 6:00 a.m. shall be entitled to receive a differential of two (2) pay steps for the entire work shift. Non-job basis employees assigned to daytime shifts, who work on an overtime basis into the time period stated above, will receive the standard time and one-half overtime rate in accordance with Article 29, but not the night shift premium rate. Employees assigned to work shifts which are equally divided before and after 6:00 p.m. will be entitled to receive a pay differential of one (1) pay step for the entire work shift.

Night shift pay differential is a "plus item" and not to be construed as part of base pay for purpose of terminal paid leave and payment of compensatory time or holiday leave upon separation from County service.

Employees will not be transferred or rotated from one shift to another by the County for the purpose of avoiding payment of night shift differential.

ARTICLE 37 TIME IN GRADE PROVISION

Employees may receive additional pay step increments for continuous service in the same classification based upon eligibility set forth in County Pay Plan and Administrative Orders. Eligibility calculations for service in grade requirements are based on County service as described below.

1. Advancement to the first "Time in Grade" step may be made after completing of five (5) consecutive years service at the maximum rate of the salary range. Such advancement, if approved, will be one (1) pay step beyond the normal maximum rate.
2. Advancement to the second "Time in Grade" step may be made after completion of five (5) consecutive years at the first "Time in Grade" step of the salary range. Such advancement, if approved, will be one (1) pay step beyond the first "Time in Grade" step.

ARTICLE 38 GROUP HEALTH INSURANCE

The County's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage.

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

The parties agree that bargaining unit employees will be offered the opportunity to participate in the County's Flexible Benefits Program pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the

Internal Revenue Code. The County shall advise the Association of new developments in flexible benefit programs offered to bargaining unit employees. The Association will be given the opportunity to provide written endorsement of this program to bargaining unit employees.

1. The County's Group Medical Insurance will be a Point of Service/Managed Health Care Group Insurance Plan.

2. The County will provide a $5.00 biweekly Flex dollars contribution to employees enrolled in a High Option HMO Plan.

3. The County will provide a $10.00 biweekly Flex dollars contribution to employees enrolled in a Low Option HMO Plan.

4. The County will provide an annual $1,000.00 Flex dollars contribution, paid in biweekly increments to employees eligible for group health coverage.

5. All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay three percent (3%) of the cost of single coverage of this plan.

ARTICLE 39 CALL BACK

Non job-basis employees called back to work shall be guaranteed at least four (4) hours pay, which shall be considered hours worked for the purpose of determining overtime compensation, provided such work does not immediately precede or immediately extend the employee's regularly assigned work shift. Such employees may be required to work at least four hours.

Non job-basis employees who respond to work-related electronic communication during non-working hours but who are not physically called back to work shall receive a minimum fifteen minutes' compensation at the overtime rate for each response. Any additional

communication occurring during any one fifteen-minute period shall not result in additional compensation, unless such communication extends beyond fifteen minutes; in such event, compensation at the overtime rate shall be paid for actual time spent responding to such communication.

Non job-basis employees who are not required by the Department to actually work the entire four (4) hour guarantee time period and are subsequently recalled during this initial four (4) hour period shall not receive an additional guarantee of four (4) hours pay.

The provisions of this article shall not apply to employees scheduled for overtime work twenty-four (24) hours in advance of the work assignment. In such instances employees will be paid the appropriate rate of pay for actual hours worked with no minimum guarantee.

Non job-basis employees required to report to a scheduled County job-related Court appearance on their day off shall be guaranteed at least four (4) hours pay at the applicable rate.

ARTICLE 40 JOB BASIS

All "job basis" position classifications shall be determined solely by the Recruitment, Compensation and Testing Division of the Human Resources Department and shall be designated as such with a plus (+) in the Miami-Dade County Pay Plan. Employees serving in these positions are required to work varying schedules as necessary to accomplish the required work as determined by the Department.

The normal number of work hours will be forty (40) per week, however, if more than forty (40) hours of work in a week is required, overtime compensation provisions shall not apply.

Job basis employees who are directed to and work in excess of their normal work schedule, including those employees who are officially placed in an on-call status by their Department to respond to emergencies, will be granted administrative leave by the Department, in accordance with the provisions of the Leave Manual and the provisions of this article below. It is the County's policy to allow Department Directors to grant appropriate Administrative Leave to job basis employees in recognition of extraordinary work efforts or extended work hours in accordance with the provisions of the County Leave Manual. Department Directors are encouraged to ensure the equitable award of Administrative Leave to job basis employees whenever warranted and in conjunction with the County policy on working hours for job basis employees. The County and the Association will continue to discuss this provision in applicable Department Labor Management Committee meetings. Additionally, in recognition of work performed in excess of their normal work schedule, employees in job-basis position classifications will be eligible to receive the following:

For each contract year of this Agreement, bargaining unit employees in job basis classifications who are assigned to work a minimum of 32 hours but less than 48 hours in excess of their normal schedule will be eligible to receive 16 hours of administrative leave. Bargaining unit employees in job basis classifications who are assigned to work a minimum of 48 hours, but less than 64 hours in excess of their normal schedule will be eligible to receive a total of 24 hours of administrative leave. Bargaining unit employees in job basis classifications who are assigned to work a minimum of 64 hours in excess of their normal schedule will be eligible to receive a total of 32 hours of administrative leave. Such leave is non-cumulative and must be utilized during each contract year of this Agreement.

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ARTICLE 41 EXEMPT STATUS EMPLOYEES

All bargaining unit employees serving in exempt status positions, as determined by the Recruitment, Compensation and Testing Division of the Human Resources Department and in accordance with the provisions of Section 2-41 of the Code of Miami-Dade County shall not be granted any employment rights or changes in employment status as a result of the provisions of this agreement.

The County agrees that job classifications represented by this bargaining unit cannot be removed from the County's classified service except for those positions which are currently exempted in accordance with the provision of Section 2-41 of the Code of Miami-Dade County, unless otherwise agreed to by the Association.

ARTICLE 42 LONGEVITY BONUS

Employees with fifteen (15) years of continuous full-time service shall receive a longevity bonus on their anniversary date and each year thereafter. Deferment for authorized leave of absence shall be deductible and not considered as a break in service.

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

Years of Completed Full-time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%

23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

In the event that longevity bonuses are eliminated, suspended or otherwise adjusted for any period of time during the term of this Agreement as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement.

ARTICLE 43 MILEAGE PAYMENT

When it is necessary for an employee to use his private vehicle to enable him to perform assigned duties on County business, he shall be reimbursed in accordance with Administrative Order No. 6-3.

ARTICLE 44 SAFE DRIVER AWARDS

Employees in bargaining unit classifications who spend more than 50% of their work time driving County vehicles will be eligible to receive Safe Driving Awards. For each year that the employee completes without a preventable accident the employee shall receive a pin stating the number of consecutive years of safe driving. After the employee has completed five (5) consecutive years without a preventable accident, that are subsequent to the ratification of this Agreement, and each consecutive year thereafter the employee will receive an award of $5.00

per year. Should an employee have a preventable accident, the employee shall begin to accumulate consecutive years of safe driving the first day after the accident occurred.

ARTICLE 45 VOTING

If an employee does not have time to vote outside normal scheduled working hours the County will allow employees who meet the conditions set forth below reasonable time off with pay, not to exceed one (1) hour, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work production and services.

CONDITIONS

1. The employee must be a registered voter; and
2. Must be scheduled for a shift of at least eight (8) hours duration on election day; and
3. More than one-half (1/2) of the hours of the scheduled shift must be between 7:00 a.m. and 7:00 p.m. on election day.

ARTICLE 46 BULLETIN BOARDS

The County shall furnish the Association with bulletin board space for the posting of Association meeting notices, Election notices, and newsletters.

ARTICLE 47 SERVICES TO THE ASSOCIATION

The County agrees to furnish the Association once a year one copy of the following for employees in the Bargaining Unit:

1. Names, addresses, and classification titles.
2. List of employees by occupation.

The County agrees to provide the Association with the following documents and publications (one (1) copy, unless otherwise indicated):

Board of County Commission Agendas
Examination Announcements
Training and Benefit Bulletins
Classifications Specifications (3)
Proposed Budget
Final Budget
Pay Plan (5)
Employee Newspaper

ARTICLE 48 SAFETY AND HEALTH

1. Bargaining unit employees may make recommendations regarding unsafe and/or unsanitary working conditions to the Departmental Safety Officer. The Department shall investigate each recommendation and shall respond to the employee and/or the Association.

2. Matters covered by this article shall not be subject to Article 7 Grievance Procedure; however, they may be appealed in accordance with the County's Career Service Grievance Procedure.

3. The County shall have the right and authority to require bargaining unit employees by classification and department to take periodic examinations not more frequently than once a year, administered under the County's physical examination contract. The County shall determine and give notification to the Association and affected employees of the classifications to be given examinations. The County shall attempt to provide at least two weeks advance notice to affected employees. Failure to provide such advance notification shall not preclude the County from requiring the employee to complete the examination.

ARTICLE 49 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

1. The Association recognizes that management possesses the sole right, duty and responsibility to operate and manage the County and direct the work force, and the rights, authority, and discretion which the County deems necessary to carry out its responsibilities and missions shall be exercised consistently with these terms. Any term and condition of employment other than wages and benefits not specifically established or modified by the Agreement shall remain solely within the discretion of the County to modify, establish or eliminate.

2. The County reserves the right and authority to establish, implement, revise or modify policies, procedures, and all other rules and regulation, including but not limited to, Administrative Orders, Personnel Rules, Pay Plan, and Department Rules or Regulations, not in conflict with the provisions of this Agreement. This right and authority shall include but is not limited to the County's right to revise promotional criteria and the duration of promotional eligibility lists in accordance with the Miami-Dade County Personnel Rules.

3. These rights and powers include, but are not limited to, the authority to:

   a. Determine the missions and objectives of the County.

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

   c. Take such actions as may be necessary to carry out services during emergencies;

   d. Direct the work of the employee, determine the amount and type of work needed, and in accordance with such determination relieve employees from duty because of lack of funds or lack of work;

   e. Discipline or discharge classified service employees for just cause in accordance with applicable sections of the Miami-Dade County Code, Personnel Rules and Administrative Order;

   f. The right to make rules and regulations;

g. Schedule operations and shifts;

h. Introduce new or improved methods, operations and facilities;

i. Hire, examine, classify, promote, train, transfer and assign employees;

j. Schedule and assign overtime work as required;

k. Contract out for goods or services; provided that the County shall give the Association at least sixty (60) days written notice in contracting out for services currently being performed by bargaining unit members.

l. Determine the utilization of technology;

m. Such other rights, normally consistent with management's duty and responsibility for operation of County services.

4. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the terms hereof, and constitutes the sole, entire and existing Agreement between the parties hereto.

ARTICLE 50 TOXICOLOGY AND ALCOHOL TESTING

The County and the Association recognize that employee substance and alcohol abuse can have an adverse impact on Miami-Dade County government, a Department's operations, the image of County employees and the general health, welfare and safety of the employees, and the general public.

The Department(s) shall have authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The Department(s) agree that requiring employees to submit to testing of this nature shall be limited to circumstances that indicate reasonable grounds to suspect that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the Miami-Dade County Personnel Rules or Departmental Rules and Regulations

regarding the use of such substances. Employees reasonably believed to suffer from substance abuse may be referred, at the Department's discretion, to the Employee Support Services Section or the County's Substance Abuse Professional. An employee who voluntarily seeks assistance for substance abuse may not be disciplined for seeking assistance. However, voluntary participation in a substance abuse program shall not preclude discipline for the employee should job performance or employee conduct issues arise.

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing be approved by a Division Director, or higher authority within the Department to ensure proper compliance with the terms of this Article. An employee who is to be tested in accordance with the provision of this article, will be permitted to make a phone call to the Association. This phone call shall not prevent, inhibit, or unreasonably delay the testing of such employee.

The results of such test or the employees' refusal to submit to toxicology or alcohol testing as provided for in this article, can result in appropriate disciplinary action in accordance with the applicable provision of the County Code, the Miami-Dade County Personnel Rules, Departmental Rules and Regulations and this Collective Bargaining Agreement.

The parties agree that toxicology and alcohol testing are an acceptable part of regularly scheduled County required physical examinations.

The Association agrees that the County may institute procedures to comply with rules and regulations promulgated by the Federal Transit Administration and, or, the Federal Highway Administration.

ARTICLE 51 PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS

A Department Director or their authorized representative(s) shall have the authority to require employees that have been determined, through reasonable suspicion, by the Department to possibly suffer from a physical, psychological or psychiatric impairment which may prevent the employee from satisfactorily performing the complete duties and responsibilities of their positions, to submit to a physical, medical, psychological, or psychiatric examination deemed necessary for purposes of determining the employee's fitness to perform the complete duties and responsibilities of their position.

Such examinations will be performed by a physician approved and appointed by the County. The results of such examination(s) shall be promptly furnished to the concerned Department Director or their authorized representative. The results of the applicable information submitted by the examining physician to the County should be limited to information that is pertinent to the issues of the employee's ability to perform the duties and responsibilities of their position.

Based upon the results of such examinations, and other relevant information, the Department Director may place the employee on either paid or unpaid Compulsory Leave in accordance with the provisions of the Miami-Dade County Leave Manual until such time as the Department is satisfied that the employee can return to work. The Department may require the employee or attending physician to furnish additional pertinent medical reports or information deemed necessary while the employee is on Compulsory Leave. The period of Compulsory Leave shall not exceed one (1) year. Should the condition be corrected and so certified by the attending physician or psychologist, the employee may petition the Department for reinstatement. If the employee's petition for reinstatement is denied by the Department,

disciplinary action must be initiated by the Department in accordance with the Miami-Dade County Personnel Rules. Nothing in the provision of this article shall prevent the concerned Department from administering appropriate disciplinary action in accordance with the Miami-Dade County Personnel Rules and this Collective Bargaining Agreement.

ARTICLE 52 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior Collective Bargaining Agreements, except for Memorandums of Understanding previously or subsequently entered into between the parties, and concluding all collective bargaining during its term, except as otherwise specifically provided in the article Term of Agreement with respect to any subject or matter referred to or covered in this Agreement, or to any subject or matter not specifically referred to or covered even though it may not have been in the knowledge or contemplation of the parties at the time this Agreement was negotiated.

ARTICLE 53 PREVAILING BENEFITS

Unless specifically provided for or abridged herein, all wage and economic benefits, specifically authorized by the County Manager or a Department Director and currently in effect, shall remain in effect under conditions upon which they have previously been granted, provided that any such wage and economic benefit authorized by a Department Director does not conflict with County Policy.

Nothing in this article shall prevent the County from making changes in work rules or methods, provided that such changes do not reduce the benefits referred to above or contained in this Agreement.

ARTICLE 54 VEHICLES

The County shall have the right and authority to determine the assignment of vehicles and to remove the assignment at its discretion. The County Manager shall have the authority to determine vehicle assignments external to normal shift assignment. Vehicle assignments are understood by the parties to be based upon operational necessity as determined by the County.

ARTICLE 55 SEVERABILITY CLAUSE

Should any part of this agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or be the decision of any authorized governmental agency, such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof, in the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 56 STRIKES AND LOCKOUTS

There will be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform assigned work by the employees or the Association, and there will be no lockouts by the County for the duration of this Agreement. The Association guarantees to support the County fully in maintaining operations in every way.

Any employee who participates in or promotes a strike, work stoppage, picket line while working, slowdown, sick-out or concerted failure or refusal to perform assigned work may be discharged or otherwise disciplined by the County.

It is recognized by the parties that the County is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Article would give rise to irreparable damage to the County and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by the law. In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the County, the Association shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

ARTICLE 57 SPECIAL WAGE PROVISIONS

Full-time bargaining unit employees will be eligible to receive a $50.00 biweekly pay supplement.

Upon request of a department and after approval of by the Human Resources Department, an employee may be designated a Leadworker, as defined in the approved County Pay Plan. When recommended by the concerned department appointing authority and approved by the Human Resources Department, an employee may be designated as a Leadworker if the following conditions exist:

- A Leadworker is assigned responsibility by the appointing authority to supervise one or more employees who are ordinarily classified the same as the Leadworker. Leadworkers perform their tasks under the direction of a supervisor of a higher level. Supervisors usually cannot be present to give constant supervision to the work because of duties and assignments which take them to other areas.

- Leadworker designations may also be authorized by the Human Resources Department for certain positions where extraordinary duties and responsibilities are required. An employee designated as a Leadworker shall receive the equivalent of one (1) pay step. A Leadworker pay provision does not affect the employee's pay anniversary date. Leadworker pay provisions may be assigned and removed at the sole discretion of the County.

A Leadworker shall not serve as a rater of performance evaluations of other employees in the same classification.

An employee designated as a Leadworker, shall receive a one (1) step wage differential and such differential shall not affect merit increases or anniversary dates.

If a Leadworker is rated on the basis of supervisory ability, it will only be to the extent actually exercised.

Leadworkers shall be assigned or removed at the sole discretion of the County.

ARTICLE 58 TERM OF AGREEMENT AND REOPENING

The collective bargaining agreement between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU Local 100 - Professional Employees, shall be effective October 1, 2008 and continue until September 30, 2011.

Either party shall have the right, at any time during the term of this Agreement, to reopen the Agreement with respect to Performance Based Compensation Projects, classification consolidation studies, or the County Pay Plan redesign.

In the event that during the term of this Agreement (October 1, 2008 to September 30, 2011) another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is greater than the wage increase provided for under Article 34 Wages, the Association will have the right to request the reopening of negotiations with respect to Article 34 Wages only.

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

Either party may require by written notice to the other between June 1, 2011, and not later than June 30, 2011, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2011. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2011 through September 30, 2012.

This Agreement signed this_____ day of _____, 2009.

For The Government Supervisors Association OPEIU, Local 100 – Supervisory	For Miami-Dade County
_____ President	_____ Mayor, Miami-Dade County
_____ Vice President	_____ County Manager
_____ Witness	_____ Director, Human Resources Department
_____ Witness	_____ Director of Employee and Labor Relations
_____ Witness	_____ Witness
_____ Witness	_____ Witness
_____ Witness	_____ Witness
_____ Witness	_____ Witness

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ATTACHMENT A

OCCUPATIONAL TITLE	OCC. CODE NUMBER
Administrative Officer 1	(0810)
Administrative Officer 2	(0811)
Airport Engineer	(5282)
Airport Noise Abatement Officer	(5253)
Airport Protocol Officer	(5360)
Airport Revenue Control Analyst 1	(5237)
Airport Revenue Control Analyst 2	(5238)
Animal Services Training Officer	5360
Architect 1	(1032)
Architect 2	(1033)
Aviation Customer Service Rep	(5206)
Aviation Junior Planner	(5283)
Aviation Maintenance Safety & Training Administrator	(5227)
Aviation Marketing Specialist	(5234)
Aviation Planner	(5284)
Aviation Property Manager 1	(5210)
Aviation Property Manager 2	(5211)
Biologist 1	(1530)
Biologist 2	(1531)
Building Plans Processor	(2167)
Business Development Specialist 2	(3677)
C&R Pre-Trial Services Officer 1	(4541)
C&R Pre-Trial Services Officer 2	(4542)
CAA Nutrition Services Supervisor	3755
Cargo System Officer	(5246)
Causeway Manager	(1289)
Chemist 1	(1525)
Chemist 2	(1526)
Child Care Program Specialist	(3228)
Child Care Training Specialist	(3226)
Child Care Program Supervisor	(3230)
Child Development Quality Assurance Analyst	(3233)
Child Development Quality Assurance Supervisor	(3234)
Clinical Rehab Services Counselor	(2806)
Clinical Social Worker	(3112)
Community Planner	3622
Community Resource Specialist 1	(3566)
Community Resource Specialist 2	(3567)
Computer Services Manager	(1847)
Contracts Monitoring & Management Supervisor	(3630)
Contracts Officer	(3895)
Convention/Tourist Tax Examiner 1	(0337)
Convention/Tourist Tax Examiner 2	(0338)
Correctional Counselor 1	(4523)

Continued...

ATTACHMENT A (Cont'd)

OCCUPATIONAL TITLE	OCC. CODE NUMBER
Correctional Counselor 2	4524
Data Security Analyst	1855
Deering Estate Natural Resources Program Manager	(7351)
Deering Estate Programs Coordinator	(7295)
Disabled Services Specialist	(3214)
Elderly Services Community Specialist	(2830)
Employee Development Specialist 1	(0440)
Employee Development Specialist 2	(0442)
Engineer 1	(1020)
Engineer 2	(1021)
Entomologist	(1257)
Environmental Analyst	(1556)
Environmental Code Enforcement Officer 1	(1547)
Environmental Code Enforcement Officer 2	(1548)
Environmental Resource Project Supervisor	(1554)
Field Test Engineer/MDTA	(8358)
Film Librarian	(7116)
Finance Information System Supervisor	(0320)
Fire Safety Specialist 2	(4135)
Fleet Management Training Specialist	6135
Graffiti Removal Coordinator	(1271)
GSA Asset Mgmt & Development Specialist	(6442)
Health Educator	(3208)
Historical Preservation Specialist 1	(3616)
Housing-Employment Compliance Officer	(3338)
Housing Management Maintenance Coordinator	3505
Hydrogeologist 1	(1520)
Hydrogeologist 2	(1521)
Information Representative	(2305)
Intelligence Analyst	(4252)
ETSD Infrastructure Systems Engineer	(1744)
ETSD Senior Infrastructure Systems Engineer	(1746)
ETSD Radio Systems Manager	(1739)
Job Training Specialist	(3896)
Junior Planner	(1807)
Juvenile Services Specialist	(3178)
Landscape Architect 1	(7357)
Landscape Architect 2	(7358)
Librarian 1	(7151)

Continued...

ATTACHMENT A (Cont'd)

OCCUPATIONAL TITLE	OCC. CODE NUMBER
Librarian 2	(7152)
Manager, MDTA Training Development	(8304)
Materials Management Officer	(0234)
Materials Management Supervisor	(0233)
MDHA Compliance Officer	(3473)
MDTA DBE and Contracts Compliance Supervisor	(8312)
MDTA Field Test Engineer	(8358)
MDTA Manager Treasury Services & Disbursement	(8350)
Mixed-Use Development Manager	(3478)
Neighborhood Services Center Director	(3065)
Network Systems Integrator	(1834)
Occupational Health & Safety Supervisor	(4154)
Occupational Health Specialist	(4151)
Park Services Officer 2	(7348)
Computer Services Manager	(1847)
Planning Section Supervisor	(2012)
Police Financial Investigator	(4361)
Police Planner 1	(4274)
Pre-Trial Officer 1 / C&R	(4541)
Pre-Trial Officer 2 / C&R	(4542)
Property Management Supervisor/MDTA	(8266)
Recreation Specialist 1	(7303)
Recycling Specialist	(6334)
Rehab Services Counselor 2	(3050)
Rehab Services Supervisor	(3060)
Risk Management Specialist	(1956)
Road Construction Engineer	(1043)
RSVP Coordinator	(3019)
Safety Specialist 1	(1937)

Continued...

ATTACHMENT A (Cont'd)

OCCUPATIONAL TITLE	OCC. CODE NUMBER
SBD Senior Professional Services Specialist	3667
Senior Planner	(1808)
Senior Employee Benefits Specialist	(1937)
Social Services Supervisor 1	(3009)
Social Worker 1	(3006)
Social Worker 2	(3007)
Solid Waste Management Compliance Specialist 1	(6321)
Solid Waste Management Compliance Specialist 2	(6322)
Solid Waste Management Planner	(6364)
Special Housing Appraisal & Relocation Officer	(3436)
Special Housing Compliance Officer	(3434)
Substance Abuse Prevention Specialist 1	(3236)
Teacher (Head Start)	3709
Neighborhood Outreach Supervisor	(2712)
Technical Services Planner/Scheduler	(6466)
Technical Training Specialist 1	(1862)
Technical Training Specialist 2	(1863)
ETSD Infrastructure Systems Eng.	1744
ETSD Sr. Infrastructure Syst. Eng.	1746
Traffic Engineer 1	(1094)
Traffic Engineer 2	(1095)
Training Specialist 1	(0420)
Training Specialist 2	(0422)
Training Specialist 3	(0424)
Transfer Station Superintendent	(6339)
Transit Contracts Compliance Officer	(8232)
Transit Safety Officer	(8207)
Utilities Damages Investigator	(5936)
Water & Sewer Chemist 1	(5928)
Water & Sewer Chemist 2	(5929)
Water & Sewer Microbiologist	(5925)
W & S Employee Safety & Development Instructor	(5902)
W & S Geographical Information Specialist	(5662)
W & S Maintenance Planner/Scheduler	(5965)

*OBSOLETE/DELETED

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