Memorandum

MIAMI-DADE COUNTY

Date: February 18, 2010

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

Agenda Item No. 9(A)(4)

From: George M. Burgess
County Manager

Subject: Approval of 2008-2011 Collective Bargaining Agreement Between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 199, General Employees

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Recommendation
It is recommended that the Board of County Commissioners (Board) approve the attached successor 2008-2011 Collective Bargaining Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME), Local 199, General Employees.

Scope
The impact of this agenda item is countywide.

Fiscal Impact/Funding Source
Implementation of the provisions included in this agreement will save the County $56.621 million as compared to continuation of the status quo with respect to all elements of the agreement except for the cost of living adjustments. When comparing the cost of living adjustments included in this agreement with the previous three year agreement, that savings increases to $105.226 million. The positions covered by this agreement are included in a number of departments throughout the County and supported by both general fund and proprietary revenues.

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

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

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

a simple 5 percent cut, and we are pleased to have found a palatable solution to this most difficult problem.

All these unions showed great leadership and civic responsibility by agreeing to the concessions that are discussed below. None of us take any joy in asking our employees to agree to these terms, but we should all be proud that they overwhelmingly approved them, agreeing to share our collective burden and face our current challenges as a team. If the Board approves these items, it will have completed negotiations with six of the County's 10 unions. We are encouraged by productive ongoing negotiations with the remaining four and have every expectation that mutually agreeable contracts will come before this Board in short order.

The background of this particular agreement dates to October 20 and 26, 2009, when the Board, in accordance with Florida law, resolved the impasse in collective bargaining between Miami-Dade County and three of the County's bargaining units: AFSCME Local 199 - General Employees, AFSCME Local 1542 - Aviation Employees, and AFSCME Local 3292 - Solid Waste Employees. Collective bargaining negotiations between the parties continued after impasse resolution, producing the attached contract. On January 29, 2010, the members of AFSCME Local 199, General Employees voted to ratify the successor 2008-2011 Collective Bargaining Agreement, which is now presented to the Board for approval and ratification.

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

Term of Agreement

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

Wages

- First Year: FY 2008-2009
  Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall be required to contribute 5 percent of base wages from the time of ratification of this agreement toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article 56, "Group Health Insurance". The deduction shall be in pre-tax dollars to the extent allowable by law.

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

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

Merit Increases and Pay Step Progression

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

agreement, progression from any one pay step to the next pay step, merit increases and longevity increases shall be restored prospectively only.

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

Flex Dollar Benefits
Effective upon ratification of this agreement, the County's contributions to the Flexible Benefits Plan shall be suspended. Such contributions previously provided will be restored one year after this agreement is ratified prospectively only, subject to the reopener clause based on economic conditions provided by Article 74.

Premium Pay
Effective upon ratification of this agreement, the $50 biweekly pay supplement shall be suspended. This $50 biweekly pay supplement will be restored one year after this agreement is ratified prospectively only, subject to the reopener clause based on economic conditions provided by Article 74.

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 unit will have the right to request the reopening of negotiations with respect to wages only.

Either party has the right to reopen the "flex pay" provision of Article 56 and Article 73 of this agreement on the basis of economic conditions, by written notice to the other party no later than 60 days prior to the effective date of the restoration of those provisions.

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

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: February 18, 2010

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

SUBJECT: Agenda Item No. 9(A)(4)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(4)
2-18-10

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2008-2011 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 199, GENERAL EMPLOYEES

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the attached 2008-2011 Collective Bargaining Agreement (CBA) between Miami-Dade County and the American Federation of State, County and Municipal Employees (AFSCME) Local 199, General Employees, in substantially the form attached hereto and made a part hereof and authorizes the County Manager to execute same. The provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are waived at the request of the County Manager for the reasons set forth in the County Manager's Memorandum.

The foregoing resolution was offered by Commissioner , 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 18th day of February, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. L.K.

Lee A. Kraftchick

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY FLORIDA,
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
A.F.L. – C.I.O.
GENERAL EMPLOYEES, LOCAL 199
OCTOBER 1, 2008 – SEPTEMBER 30, 2011

ARTICLE 1 AGREEMENT

This Agreement is made and entered into on the first day of October, 2008, by and between Miami-Dade County (hereinafter referred to as the County) and the American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., General Employees, Local 199 (hereinafter referred to as the Union). Said Agreement to be effective on the above date, provided that it has been ratified by the Union and the Board of County Commissioners of Miami-Dade County, Florida.

All new or amended provisions contained in this Agreement shall be effective upon ratification unless a different effective date is specifically provided for in the affected article.

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 Constitution, Statute, Charter, Ordinance, Administrative Order or Personnel Rules. 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 Union.

Upon ratification, the provisions of this Agreement will supersede Personnel Rules, or Administrative Orders, and/or other rules and regulations in conflict herewith.

ARTICLE 3 RECOGNITION OF UNION

The County recognizes the Union 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 1362 is as follows:

Included: All full-time and regular part-time non-professional, non-supervisory personnel employed solely by Miami-Dade County in job classifications specifically defined in Exhibit I. (Attached hereto and made a part hereof by reference).

Excluded: All professional, supervisory, managerial and confidential personnel employed by Miami-Dade County, all employees of the Public Health Trust, and all temporary, seasonal, substitute and emergency personnel employed by Miami-Dade County or the Public Health Trust (as defined in Miami-Dade County Personnel Rules, Chapter III, Section 8 - A, B, C and D) and all other employees.

Definition: Regular part-time means those individuals who work 20 hours or more per week for at least six months per year.

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 Union or the County because of race, color, sex, creed, national origin, marital status age, disability, political affiliation, religion, membership in the Union, or for engaging in any lawful Union activities.

This Article is intended solely to comply with the criteria enumerated above and applicable Federal and State statutes.

ARTICLE 6 CHECK OFF

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Union dues and uniform assessments of such employee from his biweekly pay and remit such deduction to the Treasurer of the Union within ten (10) days of the date of deduction. The Union will notify the County, in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. The Union will notify the County, in writing, at least ninety (90) days prior to the date any uniform assessment will be deducted. Uniform assessments shall be limited to one (1) request per calendar year. The County, with at least ninety days prior written notice, will provide a payroll deduction for the Union's political action committee. An employee may upon thirty (30) days written notice to the County and the Union revoke his dues deduction. Notice to the County alone shall not be sufficient. Should Chapter 447.303 Florida Statutes be amended, the amendment will supersede the applicable sections of this Article.

The Union 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.

It is agreed and understood that the County, through its Manager, Department Directors, Division Directors, supervisory employees, and those employees not included in this Bargaining Unit, will take no action to either encourage or discourage membership in the Union. Assistance to any employee in the preparation of either Union membership or withdrawal forms shall constitute a violation of this provision.

ARTICLE 7 GRIEVANCE PROCEDURE

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

2. A "grievance" shall be defined as any dispute arising from the interpretation or application of this Agreement or with respect to terms and conditions of employment, except as otherwise provided in this contract. A class grievance (general 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 or classifications covered in a grievance. Class grievances, at the option of the Union, may be submitted at Step 2, 3, or 4. When a grievance is filed, the Union and/or grievant will state the alleged violation of the contract claimed, the date, if known, or the approximate date, upon which the violation occurred, the facts of such violation, the Article of the contract violated and the remedy sought by the Union and/or grievant.

3. Reprimands, position classifications, classification appeal, job descriptions, performance evaluation appeals, disability determinations, and similar matters for which other appellate procedures are provided in the Code or Administrative Orders of Miami-Dade County or other provisions of this Agreement, and formal counseling are not subject to review as grievances. However, refusal to (1) process an application or appeal, (2) follow time limits, (3) permit an employee a right 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 I. The aggrieved employee, with the Union Steward 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 by the aggrieved employee and/or Union to the intermediate supervisor. The intermediate supervisor's response shall be submitted in writing to the employee, with a copy to the Union, within seven (7) calendar days.

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

   Step 4. If the grievance has not been satisfactorily resolved in Step 3 hereof, the aggrieved employee and/or the Union may present the written appeal to the Director of the Department within seven (7) calendar days. The Department Director shall respond to the employee with a copy to the Union within seven (7) calendar days.

5. Failure by the employee or the Union to observe the time limits for submission of a grievance at any step will automatically result in the grievance being considered abandoned. Failure by the County to respond to a grievance within the prescribed time limits will automatically move the grievance to the next step.

6. Each party shall be allowed one (1) extension of time, not to exceed seven (7) calendar days. This extension can be used only once during the grievance. The other party must be notified of the requested extension.

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

8. All responses required in steps 2, 3, and 4 above shall be directed to the aggrieved employee with a copy furnished to the Union. In class grievances, copies will be directed to the Union only. A rejection of a grievance on any step of the procedure must contain the reasons for the rejection.

ARTICLE 8 ARBITRATION

1. If the decision of the Director of the Department has not satisfactorily resolved the grievance, the Union may request Arbitration, in writing, to the Director of Labor Management no later than (15) fifteen working days after the rendering of the decision, or the expiration of the time limit for rendering of the decision by the Director of the Department. Upon receipt of request for Arbitration and in no event later than fifteen (15) working days, the Director of Employee and Labor Relations shall set in motion the necessary machinery to expedite an early hearing by the Arbitrator.

2. The Union shall have the right to any facts or public documents regarding matters upon which arbitration has been requested. The Union shall be able to conduct a full investigation of matters upon which arbitration has been requested. All requests of the Union pursuant to this provision shall be fulfilled within a reasonable period of time after the request is made. As a principle of interpretation, "a reasonable period of time" within the meaning of this provision shall mean within a sufficient time prior to an arbitration hearing to permit the Union to properly prepare its case. When the Union states that they have not had sufficient time to prepare, a postponement shall be requested by the Union.

3. At the arbitration hearing, the aggrieved employee shall be accompanied by his Union Representative and such additional non-employee Union Representatives as shall be approved by the Arbitrator.

4. 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 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 without loss of pay; 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 directly required to assist the principal Union Representative in the conduction of the case. The intent of the parties is to minimize time lost from work.

5. The Arbitrator shall render his decision no later than thirty (30) days after the conclusion of the final hearing. Such decision shall be final and binding when in accordance with the jurisdictional authority under this Agreement. Copies of the award shall be furnished to both parties.

SELECTION: The arbitrator shall be selected and shall conduct the Arbitration proceedings in accordance with this contract and the labor rules established by the American Arbitration Association.

POWERS: The Arbitration Award shall be in writing and shall set forth the Arbitrator's opinion and conclusion on the issue submitted. The Arbitrator shall limit his decision to the application and interpretation of this Agreement and the Arbitrator shall have no right to amend, modify, nullify, ignore or add, change, or subtract from the provisions of this Agreement.

6. Matters excluded from the GRIEVANCE PROCEDURE under Article 7, Section 3, and determinations covered under Article 9, CLASSIFICATION APPEAL, and Article 10, JOB DESCRIPTIONS, and Article 14, PERFORMANCE EVALUATION AND APPEALS, shall be excluded from arbitration.

ARTICLE 9 CLASSIFICATION APPEAL

1. If an employee has reason to believe he or she is misclassified, based upon a significant change in his or her job duties and responsibilities, the employee may apply for a review of the employee's classification, in writing, to the employee's immediate supervisor. Such reclassification request shall be limited to one (1) request for each bargaining unit classification held by the 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 Personnel Services 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 Personnel Services Division shall render a decision in writing.

2. If the decision of the Personnel Services Division is deemed a "no change", the employee may, within fourteen (14) calendar days request in writing, a hearing by the Human Resources Director. At the hearing, the employee may be accompanied by a representative of his or her choosing and may produce any documents and evidence to support the claim for reclassification. The Human Resources Director will explain the basis for the decision in writing in the event the request is denied. The Human Resources Director shall hold such hearing within ninety (90) calendar days of the request.

3. Whenever the Human Resources Director determines that an employee is misclassified, the employee shall always 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 granted on appeal, the employee shall receive compensation beginning with the pay period that the original request was initiated.

4. The Human Resources Director's decision shall be final and binding, and not subject to further appeal.

ARTICLE 10 JOB DESCRIPTION AND APPEAL

I. No employees covered by this Agreement shall be required to do work outside their job classifications, except under emergency conditions as declared by the County Manager or his authorized representatives.

2. 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 Union the proposed change in job descriptions. The Union shall receive a copy of the current job description and the proposed job description. Proposed changes shall be publicized among employees.

3. If the Union is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in paragraph 2 above, request a hearing before the Human Resources Director. This hearing shall be held at a mutually agreeable time, within thirty (30) days.

4. 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.

5. 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.

6. Compliance with the requirements of this provision shall be the issue in the hearing. Testimony shall be taken from employees affected, who desire to give such testimony, provided that Union and County will agree on a representative number of employee witnesses to insure a full hearing on the merit of the issues. Appropriate County Management shall appear in support of the proposed changes. The decision of the Human Resources Director shall be final and binding, and not subject to further appeal.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

Committee Formation

There shall be a Labor-Management Committee formed within each Department affected by this Agreement. Said Committee shall consist of members designated by the Union and of members designated by the Department Director of each affected Department. The Union membership of such Committee shall consist of persons from within the position classifications covered by this Agreement and the Management shall consist of persons within the affected

department, 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.

Each Department Labor-Management Committee shall meet on a monthly basis or at other times by mutual consent. The purpose of these meetings will be to discuss with the employees, problems and objectives of mutual concern not involving grievances or matters which have been the subject of collective bargaining between the parties.

The composition of each Department Labor-Management Committee shall consist of not more than ten (10) members designated by the Union and not more than ten (10) members designated by the Department Director.

Efficient Delivery of Quality Services

Miami-Dade County and employees shall fully cooperate in the efficient and effective delivery of quality services.

Employees are encouraged to report suggestions of cost savings or methods of increasing efficiency and purchasing new equipment to the Department Labor-Management Committee.

In order to eliminate fear of employees cooperating in improved efficiency, it is understood and agreed the County will endeavor to offer comparable employment to any qualified employee displaced as a result of this program.

Labor Management Cooperation and Quality Service

The County and the Union pledge to work together cooperatively in a mutual determination to build and maintain a career public service that is dedicated to the principle of quality performance on behalf of all the people of Miami-Dade County.

To achieve this goal, the parties agree to establish County Labor-Management Committees composed equally of labor and management members named by Union and Management respectively. These Committees, and subcommittees similarly constituted in the various departments, will operate by consensus and will concern themselves with issues cited below and such other issues as by mutual agreement they choose to consider.

Resolution of specific matters clearly covered by the contract will be in accordance with the procedures elsewhere described in the contract. Matters relating to the quality and effectiveness of the career public service will be considered to be within the jurisdiction of the Labor-Management Committee structure. The Committee may discuss any topics of mutual concern but shall not be used as a collective bargaining forum to amend or abridge the specific terms of the Collective Bargaining Agreement.

Career employment opportunities for regular part-time employees, training, and cross-training programs, discussion of proposed job classifications, joint discussions of job certifications, and employees required to be on-call are examples of potential subjects for this committee's review.

The Committee may also be involved in matters that affect the efficiency and availability of services provided to the community. Experienced employees, labor and management, may serve on special committees that are responsible for the purchase of sensitive new technology, equipment and supplies; that are considering the reorganizing of space and methods of providing service; that may review the hours of operations, and other vital factors that may contribute to the efficiency and cost-effectiveness of the service.

Recommendations emanating from the committee must be approved by the Employee Relations Department and the County Manager before being implemented. The County Manager's decision shall be final on all recommendations. The County Manager's decision shall not be grievable or arbitrable, or be reviewable through impasse procedures provided for in Chapter 447, F.S.

The County Labor-Management Committees will meet at mutually agreeable times.

Performance Based Compensation Projects

The Union and the County agree to work cooperatively 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 Union, 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 this Agreement only with respect to Performance Based Compensation Projects. The parties agree that they cannot unilaterally implement changes which would conflict with the terms of this Collective Bargaining Agreement.

ARTICLE 12 UNION STEWARDS AND NON-EMPLOYEE UNION BUSINESS REPRESENTATIVES

The Union has the right to select employees from within the Bargaining Unit, as herein defined, to act as Union Stewards. The names of employees selected shall be certified, in writing, to the Director of Labor Management of Miami-Dade County by the Union.

It is agreed to and understood by the parties to this Agreement that Union Stewards may, without loss of pay, with prior approval of their supervisor, process grievances. The Supervisor's approval shall not be unreasonably withheld. It is agreed to and understood by the parties to this Agreement that there shall not be more than two hundred (200) stewards within the Bargaining Unit, as herein defined. It is agreed to and understood by the Union that Union Stewards shall process grievances and conduct their other duties in such a manner as to not disrupt normal County activities, work production and services.

Distribution of Union Literature shall not be done in work areas during work times.

Every effort will be made, by both the County and the Union, to allow Union Stewards 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 conduct of employees during work times by Employee Representatives, Union Stewards or Non-employee Union Business Representatives shall not be done without first receiving prior approval from an employee's supervisor. Approval shall not be unreasonably withheld.

In no event shall the Department layoff, discharge or discriminate against a Steward for action taken in the proper performance of his duty as a Steward.

Union Representatives, i.e., Non-employee Union Business Representatives, shall be certified, in writing, to the Director of Labor Management for Miami-Dade County by the Union. The Union agrees that activities by the Union Representatives shall be carried out in such manner as not to disrupt normal Departmental activities, work production and services.

ARTICLE 13 DISCIPLINARY ACTION

1. An employee may be disciplined only for just cause.

2. Whenever it is alleged that an employee has violated any rule, regulation, or policy, that employee shall be notified as soon as possible with the employee being informed of the rule, regulation, or policy allegedly violated. The employee shall have the right to representation in discussions concerning actual or pending Disciplinary Action. Notice of Disciplinary Action shall be presented to the employee as soon as practicable after completion of any investigation. The employee must be allowed the opportunity, if desired, to respond orally or in writing within a reasonable time. The employee's response must become a part of the Disciplinary Action Report and taken into consideration prior to a final determination being made.

3. The County agrees to promptly furnish the Union a copy of any disciplinary action notification against an employee in this Bargaining Unit. The notice of disciplinary action shall contain allegations of specific personnel rules violated by the employee.

4. Any Performance Evaluation, Record of Counseling, Reprimand, or document to which an employee is entitled shall not be part of the employee's official record until the employee has been offered or given a copy.

5. Discipline and/or counseling will normally be carried out in a manner which does not embarrass the employee. Neither formal nor informal counseling is considered to be disciplinary action. Both should be viewed as efforts to improve performance. An employee who receives a formal record of counseling will be permitted to attach a written rebuttal to the counseling form by submitting it within ten (10) calendar days from the receipt of the counseling. The formal record of counseling and rebuttal, if any, will be reviewed by the supervisor of the employee who prepared the counseling, prior to it being placed in the affected employee's personnel file.

6. An employee who is absent without authorized leave for three (3) consecutive work days and is considered to have abandoned the position shall have a right to petition the Human Resources Director for a review of the facts in the case. The Human Resources Director shall rule as to whether the circumstances constitute abandonment of position. Only facts concerning the alleged abandonment shall be considered by the Human Resources Director. The Human

Resources Director's findings and rulings shall be in writing. The Human Resources Director's decision shall be final and binding.

7. The County shall cooperate in a reasonable manner to facilitate the Union's investigation by providing access to public records and documents related to disciplinary action in a timely fashion.

8. All disciplinary actions except reprimands will be appealable by the employee, as provided in Section 2-47 of the Miami-Dade County Code, to a Hearing Examiner. The County agrees to attempt to add to the Hearing Examiner's list, qualified attorneys with experience in labor relations matters. The Union may request in writing to the Human Resources Department Director that a specific Hearing Examiner be removed for cause from the roster of available Examiners.

9. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary action of dismissal, demotion, reduction in grade and suspensions through the grievance procedure contained in Article 7 of this Agreement. The Union shall notify the Director of Employee and Labor Relations for Miami-Dade County 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 grievance procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Union's choice between the grievance procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

In the case where the Union does not timely notify the County or chooses not to select the grievance 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 Union selects the option to appeal a disciplinary action under the grievance procedure then the provisions of 2-47 of the Code will not be applicable.

A suspension appealed through the grievance procedure may be filed by the Union directly at Step 3 or 4 of the Grievance Procedure contained in this Agreement.

The concerned Department in its sole discretion, may offer to an employee 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 select this option in lieu of appeal. The documentation of the suspension will be a part of the employee's work record and remain in their personnel file.

ARTICLE 14 PERFORMANCE EVALUATION AND APPEALS

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 rules and regulations. The purposes of evaluation are to improve performance generally, 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.

A permanent status employee who has received an overall evaluation of unsatisfactory or needs improvement may appeal by first requesting a review of the Performance Evaluation by his

or her Department Director or designee(s), within ten (10) calendar days of receipt of the evaluation. The Department Director or designee(s) may recommend changes, alterations, or return the evaluation unchanged to the employee. If the decision of the Director or designee(s) is not acceptable to the employee, the employee may continue the appeal by making a request in writing to the Human Resources Director within ten (10) calendar days after receipt of the Department Director's or designee(s) decision. The affected department has the right to have a representative present throughout the entire appeal hearing.

The Human Resources Director will appoint a three person supervisory 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 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 chairperson. Questions shall also be addressed to employee witnesses by panel members through the chairperson. 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.

Within thirty (30) calendar 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.

There shall be no performance evaluation placed in an employee's personnel folder unless he has been first given or offered a copy. An employee's rebuttal to a performance evaluation will be made part of the evaluation record.

When an employee receives an overall Performance Evaluation of satisfactory or better the employee shall receive the merit increase for which they are eligible.

ARTICLE 15 PROBATIONARY PERIOD

All full time classified service employees hired, promoted or transferred into bargaining unit classifications shall serve a twelve (12) month (26 pay periods) probationary period.

An employee who has attained permanent status in a prior classification and is promoted or transferred shall serve a new twelve (12) month (26 pay periods) probationary period.

Termination of the probationary period by a department is final and may not be appealed or grieved. However, it is agreed to and understood between the parties that an employee who previously attained permanent status in another Miami-Dade County job classification will have demotion and retention rights in accordance with the provisions of Miami-Dade County's Personnel Rules and Layoff Procedures Manual.

ARTICLE 16 EMPLOYEE RESIGNATION

When an employee resigns his employment with the County and fulfills his obligation under the County Personnel Rules, Chapter VIII, Section I, the Personnel Change Document reflecting the termination of employment shall indicate the employee voluntarily resigned and was in "good standing." This Article shall not apply to employees who resign in lieu of disciplinary action.

ARTICLE 17 REGULAR PART-TIME STATUS

Regular part-time employees shall be entitled to Annual and Sick Leave on a prorated basis in accordance with the County Leave Manual.

Within a specific department and within a specific classification, full-time employment preference may be granted to part-time employees who qualify for career employment. Continuous, uninterrupted time served as part-time will be credited toward the probationary period.

ARTICLE 18 RECRUITMENT AND EMPLOYMENT

The County will encourage and assist current County employees in upgrading themselves and qualifying for a promotion.

Posting of Vacancies - All vacancies for which approved requisitions have been received by the Personnel Services Division shall be posted physically and on the County's website. Every reasonable effort will be made to post the notices at least one (1) week prior to the time the vacancy needs to be filled. The County's internet usage policy shall reflect employees' authorization and reasonable access to the County's intranet for the purpose of reviewing and applying for vacancies posted on the County's website.

Open Competitive Examinations - Permanent status County employees competing on open competitive examinations who attain a passing score shall receive preference points, based on the number of years of permanent continuous County service computed on the basis of .5 (five/tenths) points added to their score for each year of such service, to a maximum of ten (10) years of such service.

Promotions Within the Bargaining Unit - When a job vacancy is frozen and there is a promotional eligible list in effect, the list will be extended for a period of time equivalent to the time period the job vacancy is frozen.

Employees interviewed for promotional opportunities shall be notified of their acceptance or rejection within a reasonable time.

In cases when there is no examination required for a promotion, County policy shall be to consider present employees, provided the employee applying meets all requirements and is fully qualified.

ARTICLE 19 WORK IN HIGHER CLASSIFICATION

An employee who is authorized by the County to temporarily assume the duties of a higher pay status classification for more than five (5) work days in two consecutive pay periods will receive the in-hiring rate of pay for the higher classification or a one (1) pay step increase (whichever is higher) for all hours worked in the higher classification.

ARTICLE 20 ACTING APPOINTMENTS

In the event an employee is placed by department authorization in a position of "acting," pending the establishment of an eligible list, such employee shall be compensated at the in-hiring rate for the class to which they are "acting," provided such rate is at least one (1) pay step higher than they are currently receiving, and further, any time that is spent in the acting title shall not be credited toward probationary time. Employees acting in a classification designated as job basis shall not be eligible for overtime compensation.

ARTICLE 21 TRANSFERS BETWEEN DEPARTMENTS

Employees with permanent status may request a transfer to another County Department. Such request shall be made in writing to the Employee Relations Department Director with a copy to the employee's department.

If approved by the Employee Relations Department Director and the employee's department, the employee will be placed on the eligible list for his current classification and will be referred for consideration for the next available opening. Employees applying for transfer into non-examination classifications may apply for these positions as they become available. Pay rate of the employee will not be a determining factor in acceptance or rejection of the transfer by the department.

A transfer must be approved by both Department Directors affected and the employee concerned. Transferred employees will serve a normal probationary period in the new position and, if their performance is not satisfactory and they hold permanent status in a position in another County department, they will be returned to their original department.

Employees selected for transfer by the receiving department shall be transferred within one pay period of their acceptance whenever possible.

Employees who transfer from County departments to the Public Health Trust shall serve a new probationary period and if their performance is not satisfactory they shall be terminated.

ARTICLE 22 TRANSFERS WITHIN A DEPARTMENT

The parties agree that County Departments have the authority to transfer and assign employees to work schedules and work locations.

Where portions of departments are transferred from one geographical location to another, senior employees shall be given preference, whenever feasible, in the selection of work location. Nothing provided herein shall prevent temporary assignments to facilitate transfers to or opening of new work locations.

Except in cases of emergency or unforeseen circumstances, the department will give 14 days notice to employees being transferred, reassigned, or having their shifts changed.

ARTICLE 23 LEADWORKER

Leadworkers, as defined in the Miami-Dade County Pay Plan, shall not serve as a "Rater" of performance evaluations of other employees.

A Leadworker shall be selected from the permanent employees in the same classification, department and shift.

An employee designated as a Leadworker, shall receive a one (1) step wage differential and such differential shall not effect 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 24 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. The County agrees to provide the Union with a list of names of the employees being laid-off and such notice shall be sent at the same time that it is issued to the employees so affected.

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.

Employees shall be laid-off in accordance with seniority on the job and all performance ratings on file, weighed equally, as provided in the Personnel Procedures Manual Entry Retention List Establishment and County Layoff Procedures Manual. Further, all bargaining unit members shall have the right to exercise all rights contained therein.

In the event of a lay-off, County employees cannot bump Public Health Trust employees nor be guaranteed placement in vacant positions at the Public Health Trust and Public Health Trust employees cannot bump County employees nor be guaranteed placement in vacant positions in the County.

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 Union the option of either accepting the reduction in their hours of work or having a layoff of employees.

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 twenty six (26) pay periods, as determined by the concerned Department Director and approved by the Employee Relations 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.

ARTICLE 25 SICK LEAVE

1. The sick leave policy as stated in the Personnel Rules and Leave Manual shall remain in force and effect.

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

3. That 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.

4. Regular part-time status employee shall be entitled to sick leave on a prorated basis in accordance with the leave manual.

Employees who retire or resign in 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 continuous County employment with a maximum payout of 1,000 hours of accumulated sick leave.

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 employees 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 26 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 of continuous full-time County service shall 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. The maximum accumulation of annual leave shall be 500 hours.

4. All employees in this Bargaining Unit shall receive annually, a statement of all leave (annual, sick, and holiday) balances.

5. The County shall notify the employee that he is reaching the maximum amount of allowable annual leave accumulation. The employee shall then be allowed to reduce the annual leave to avoid the loss of excess accumulation of such leave.

6. Within subdivisions of the Department, in setting annual leave schedules, preference as to annual leave dates will be given to those employees with the greatest amount of service in the same classification. Whenever possible, employees scheduled for annual leave as noted above shall be entitled to use the total amounts of leave earned during the leave year. However, more than two (2) consecutive weeks shall be at the discretion of the Department.

7. Regular part-time status employees shall be entitled to annual leave on a prorated basis in accordance with the County Leave Manual.

ARTICLE 27 EMERGENCY LEAVE

Full-time employees who have completed nine (9) pay periods of County service will be granted three (3) days of emergency funeral leave with pay in the event of a death in the immediate family, provided that the employee actually attends the funeral. Immediate family is defined as spouse, children, mother, father, sister, brother, grandfather or grandmother; or upon proof of any person in the general family whose ties would be normally considered immediate and living within the same household. Funeral leave shall have no relationship to travel time or qualified use of any other leave time that may be due or useable by the employee. Funeral leave shall be used for the purpose of bereavement.

In the event of a death of an employee's mother-in-law or father-in-law, a maximum of three (3) days sick leave from the sick bank accrual (NOT CURRENT SICK LEAVE), if available, may be used.

For critical illnesses in the immediate family as defined above, full-time employees will be entitled to three (3) days off per year chargeable from the employee's sick leave bank accrual. If the employee's sick leave bank accrual is insufficient to charge the absence to, it will be charged to current sick leave accruals, if available, and recorded in the same manner as normal use of sick leave.

Other than emergencies, employees eligible for these emergency leave benefits shall obtain advance approval from an appropriate level supervisor prior to using emergency funeral leave.

Regular part-time employees are not eligible for emergency funeral leave. Regular part-time employees are eligible for emergency sick leave.

ARTICLE 28 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 employees hired after May 1, 1979 shall be 80% of employee's salary less all Workmen's Compensation weekly indemnity payments.

ARTICLE 29 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.

ARTICLE 30 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, plus $2,000 in accordance with County policy.

If the deceased employee has at least ten (10) but less than twenty (20) consecutive years of full-time County service, the employee's beneficiary shall receive the equivalent of four (4) weeks normal pay, plus $4,000 in accordance with County policy. If the deceased employee has twenty (20) or more consecutive years of full-time County service, the employee's beneficiary will receive the equivalent of four (4) weeks normal pay, plus $6,000 in accordance with County policy.

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

ARTICLE 31 LEAVE WITH PAY

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

1. For employees to serve on jury duty. Employees serving on Federal jury duty may retain up to a twenty dollar ($20.00) daily jury fee and employees serving on State, County, or Circuit jury duty may retain up to a ten dollar ($10.00) daily jury fee; however, any jury fee received in excess of these amounts shall be retained by the County.

2. To be in attendance at official or educational meetings as directed by the Department.

3. 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 employees shall give reasonable notice to their supervisors.

4. The Union President will continue to be released from duty with pay to administer this Agreement. Four (4) additional County bargaining unit employees, designated in writing by the Union President, to the Director of Employee and Labor Relations and concerned Department Director will be released from duty with pay to administer this Agreement. It is agreed to and understood between the parties that these four (4) bargaining unit employees, who are designated by the Union President for release from duty with pay to administer this Agreement, shall each be from a different County Department. Employees released from duty with pay under this provision

shall be exempted from any layoff action that results in the removal of the employee from the bargaining unit.

5. Employees designated by the Union to attend Union functions. The total amount of time granted to all employees cumulatively seeking leave under this provision shall not exceed eighty (80) working days for bargaining unit employees in any contract year.

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

ARTICLE 32 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. Leaves of absence to enter the exempt service if requested by the employee and approved by the Department Director shall be of indefinite length. Upon request of the Union, three (3) employees may be granted leave without pay to serve as a business representative of the Union.

Requests for extension of a leave of absence beyond the period initially approved shall require the approval of the Department Director and the Employee Relations Department Director.

ARTICLE 33 VOTING

The County agrees to allow each employee who meets 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 however, the County shall attempt to schedule this time off at either the beginning or end of an employee's work shift. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off. Whenever possible, scheduling of such voting time will be posted as early as ten (10) working days prior to the date of the election.

CONDITIONS

I. 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 34 HOLIDAYS

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

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
President's Day	Friday after Thanksgiving

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

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 an employee to work on his/her 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. The 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 four (4) 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 shall have the authority to determine and schedule the actual day on which a County recognized holiday will be observed.

ARTICLE 35 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 Premium and Leave, an employee must be in a pay status for a full day on his assigned workdays that immediately precede and immediately follow the day on which the holiday is observed.

2. Holiday Leave can be accrued to a maximum of 120 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 Parts 5, 6, and 7 of this Section. Non-job basis employees shall have the option at the time Holiday Leave is earned of either being paid or accruing the Holiday Leave.

5. 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 the actual hours worked.

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

7. When a holiday falls on an employee's regularly scheduled work day, and he/she is required to work on that day, in addition to his/her 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 receive fifteen (15) hours of Holiday Leave under Part 5, above, and ten (10) hours of Holiday Leave Under Part 6, above.

ARTICLE 36 OVERTIME COMPENSATION

It shall not be the policy of the County to have its employees work frequent or consistent overtime. However, when non-job basis employees are directed to work overtime, in addition to their regular hours, they shall be compensated as follows:

The rate of time and one-half of the normal rate of pay shall be paid for all work authorized to be performed in excess of the normal workday.

Additionally, all work authorized to be performed in excess of the normal work week shall be paid at the rate of time and one-half of the normal rate of pay provided that Overtime hours worked shall not be included in determining the normal work week.

For purposes of interpretation, all hours in pay status shall be considered as hours worked, except for sick leave and annual leave.

An employee who works at least two (2) hours beyond the normal work day shall be allowed one-half (1/2) hour for meal time with pay. An employee who works at least three (3) hours before normal starting time shall be allowed one-half (1/2) hour meal time with pay provided he/she completes the normal shift. This one-half (1/2) hour meal break shall be scheduled and taken at the direction of the County, within reasonable proximity to the normal dinner hour. Such one-half (1/2) hour shall be considered as time worked.

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

Overtime worked shall be reflected on the pay stub. The County shall upon request provide the Union with lists of overtime distribution among the employees.

Giving consideration to organizational sub divisions of each Department, assignments and shifts, the County shall distribute overtime work among employees as equally as practicable.

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

Job basis employees shall not be eligible for overtime compensation.

Overtime shall not be paid more than once for the same hours worked.

ARTICLE 37 WORK SCHEDULING

It is agreed to and understood by the parties to this Agreement that:

1. The standard work week commences at 12:01 a.m. each Monday and ends at 12:00 p.m. midnight 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 shall make every reasonable effort to rotate schedules within assigned shifts to distribute weekend assignments equally.

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

5. Work schedules will not be altered by changing the number of hours per day or number of days per week without the consent of the majority of employees affected except as required because of overtime, emergency conditions, or factors beyond the County's control, such as delivery of services to the public based upon a significant change in demand. The Union should be notified by the County in advance of obtaining the employee's consent to a schedule change and will be given the opportunity to consult with the affected employees before they vote on the schedule change issue. This paragraph shall not apply to work areas where the County has traditionally used mixed weekly work schedules on a regular work basis to meet demands for service.

6. This article is to be construed only as a basis for determination of overtime and 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 24 - Layoffs, Recall and Reemployment Rights.

7. The County will have the authority to establish and implement employees work schedules.

ARTICLE 38 CALL-BACK

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.

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.

ARTICLE 39 ON-CALL

Employees of the Enterprise Technology Services Department (ETSD) in the position classifications of Programmer II and Systems Programmer when placed on regular rotating scheduled on-call status by their Department Director or his authorized representative(s) will receive compensation in the amount of two (2) pay steps during such on-call period. A beeper will be provided for employees placed on this scheduled on-call status.

ARTICLE 40 JOB BASIS

Employees in classification titles designated in the Pay Plan with a plus (+) are assigned to a job basis work schedule. Employees serving in these positions are required to work varying work schedules as necessary to accomplish the required work, and if more than forty (40) hours of work are required, overtime provisions shall not apply.

Job-basis employees who were directed to and worked in excess of their normal work schedule shall be granted administrative leave. Such leave may not be granted on an hour for hour basis.

However, job basis employees shall receive adequate time off.

Consistent with the need to complete assigned tasks, a job basis employee who is required to work late on a night preceding a work day may not be held to the normal reporting time if approved by an appropriate level supervisor.

ARTICLE 41 EMERGENCY WORK

1. When an emergency is declared by the County Manager, and all employees are generally excused from work because of the emergency, those employees required to work during an emergency will be paid in accordance with the provisions under Article 36 Overtime Compensation for all time worked during the emergency. This shall not apply to job-basis personnel.

2. The County possess the sole right and authority to take any emergency actions as determined necessary to carry out services and adjust operational requirements during any

emergency or extraordinary circumstances as determined solely by the County Manager or his designee(s).

ARTICLE 42 WAGES

First Year 2008 – 2009

Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall be required to contribute five percent (5%) of base wages from the time of ratification toward the cost of coverage for group health insurance. This provision shall supersede any conflicting provision of Article 56, "Group Health Insurance". The deduction shall be in pre-tax dollars to the extent allowable by law.

Second Year 2009 - 2010

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

Third Year 2010 - 2011

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

The County agrees that there shall be no selective wage adjustments for any classifications covered by this Agreement, other than those specified, unless it shall first negotiate the adjustments with the Union concerning the amount of such adjustments and the reasons therefore.

ARTICLE 43 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.

Effective upon ratification of this Agreement, progression through the pay range, merit increases and longevity increases shall be suspended. Effective one year from ratification of this Agreement, progression through the pay range, merit increases and longevity increases shall be restored prospectively only.

ARTICLE 44 TRADES ALLOWANCE

Employees with permanent status in the following classifications will receive a trades allowance amounting to one (1) additional pay step.

OCCUPATIONAL

CODE	CLASSIFICATION
1237	Traffic Signal Technician I
1238	Traffic Signal Technician II
1731	Telecommunication Installer
1732	Telecommunication Technician
1733	Senior Telecommunication Technician
6106	Aircraft Technician
6508	Carpenter
6510	Electrician
6572	Electronic-Electrical Equipment Technician I
6573	Electronic-Electrical Equipment Technician 2
6506	Locksmith
6101	Maintenance Mechanic
6515	Mason
6516	Painter
6517	Spray Painter
6525	Plasterer
6527	Plumber
6532	Refrigeration AC Mechanic
6565	Roadway Lighting Technician
6540	Sign Painter
6560	Welder
6537	Waste Plant Mechanic
6538	Waste Plant Electrician
1310	Seaport Hydraulic Mechanic
1311	Seaport Passenger Bridge and Conveyer Technician
6550	Power Systems Technician
6551	Security Alarm Specialists

Employees with permanent status in the following classifications will receive a trades allowance amounting to gross payment of $20.00 biweekly.

OCCUPATIONAL

CODE	CLASSIFICATION
6118	Automotive Bodyworker
6112	Light Equipment Technician
6120	Construction Equipment Mechanic
6114	Heavy Equipment Technician
6111	Motorcycle Mechanic

ARTICLE 45 TOOL ALLOWANCE

1. Employees in the position classifications of Aircraft Technician, Automotive Bodyworker, Light Equipment Technician, Carpenter, Construction Equipment Mechanic, Electrician, Electronic-Electrical Equipment Technician 1, Electronic-Electrical Equipment Technician 2, Heavy Duty Equipment Technician, Locksmith, Maintenance Mechanic, Mason, Motorcycle Mechanic, Plasterer, Plumber, Refrigeration Mechanic, Roadway Lighting Technician, Seaport Passenger Bridges/Conveyor Technician, Seaport Hydraulics Mechanic, Senior Telecommunication Technician, Telecommunication Installer, Telecommunication Technician, and Welder who are required by the County to provide their own hand tools in accordance with required tool lists, established and maintained by the County for each classification, will receive $500.00 net per year as a total tool allowance to be paid in two (2) equal installments on or about May 15, and November 15, of each year.

2. Employees in the position classification of Maintenance Repairer, Maintenance Repairer (Automotive), and Painter who are required by the County to provide their own hand tools in accordance with required tool lists, established and maintained by the County for each classification, will receive $300 net per year as a total tool allowance to be paid in two equal installments on or about May 15, and November 15 of each year.

3. Each tool list shall include only those tools that are appropriate for the safe and efficient performance by the employee of the work called for by his job classification. Reasonable substitution of tools shall be permitted with authorization of the supervisor. When changes are made in the list, or new tools required, a reasonable period of time shall be allowed each employee to purchase the tools necessary for him to comply with the tool list covering his job classification. The County shall make no requirements with respect to brand name or place of purchase of required tools, however; standards of quality set by the County must be met. The tool list shall not include tools or equipment heretofore considered and used as shop tools.

4. Each employee required by County policy to provide his own hand tools in accordance with the required tool lists shall have such tools available on the job to perform assigned tasks. Employees accept responsibility to use proper tools for particular jobs in accordance with accepted practices or instructions of supervisors. Failure to comply with the requirements of this Article shall result in the loss of the tool allowance for the pay periods in which such noncompliance occurs.

5. Employees who are unable to complete a full six (6) month period (13 pay periods) in pay status shall receive the tool allowance prorated on a biweekly basis for all pay periods completed.

ARTICLE 46 UNIFORM ALLOWANCE

Full-time employees who are required by County Department policy to wear a prescribed uniform, which is not provided by the County, shall receive the following uniform allowance:

a) $150.00 per year if required to wear a prescribed cover coat, smock or vest in addition to their normal attire.

b) $250.00 per year if required to wear a full uniform.

ARTICLE 47 VEHICLES

The County shall have the sole right and authority to determine the assignment of vehicles and to remove the assignment at its discretion. The County Manager shall have the sole 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 solely by the County.

ARTICLE 48 SALARY SUPPLEMENTS

I. Employees in the Property Appraiser Department in job classifications listed in Appendix B of the County Pay Plan who possess a current certification in good standing from the American Society of Appraisers (ASA-Urban), or the American Institute of Real Estate Appraisers (M.A.I.), or the Society of Real Estate Appraisers (SRPA), or the International Association of Assessing Officers (CAE) will receive two (2) pay steps.

2. Employees in the Property Appraiser Department in job classifications listed in Appendix B of the County Pay Plan who possess a current certification in good standing from the American Institute of Real Estate Appraisers (RM), or the Society of Real Estate Appraisers (SRA), or the American Society of Appraisers (ASA-Ad Valorem), (ASA-residential), or the International Association of Assessing Officers (PPS or RES) will receive one (I) pay step.

3. Employees in the Property Appraiser Clerk classification and in those job classifications listed in Appendix B of the County Pay Plan who possess a current Certification of Florida Evaluator in good standing issued by the Florida Department of Revenue will receive one (1) pay step.

4. Employees required by their Department to work an eight (8) hour shift with interim time off which consumes more than one (I) hour will receive one (I) pay step in addition to the normal pay rate. Split shift pay differential will not be included in the payment for any accrued leave upon separation.

ARTICLE 49 LONGEVITY BONUS

Employees with fifteen (I5) 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 payments will be paid in accordance with the following schedule:

Years of Completed Full-Time Continuous County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%

18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

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

ARTICLE 50 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 51 PAY ADVANCES

An employee may request his vacation pay checks in advance of any scheduled annual leave by submitting a request to the departmental payroll office at least twenty-one (2l) calendar days prior to leaving on annual leave.

ARTICLE 52 BACK PAY

An employee shall be entitled to recover, without penalty to the County, funds due him by reason of errors in the implementation or administration of the County Pay Plan and other applicable regulations affecting pay. Payroll errors committed by the County of $50 or 15% of the employee's net pay for the pay period, whichever is greater shall entitle the concerned employee to receive a payroll voucher. Upon notification by the concerned employee, this payroll voucher shall be processed by close of business the next business day whenever possible. All other payroll errors shall be rectified with the employee's next regular paycheck whenever possible.

The County shall be entitled to recover, in a timely manner without interest, all funds determined by the County to have previously been paid in error to an employee. 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 to the employee, or at the minimum rate of fifty dollars ($50) per pay period, whichever rate is greater. In the case of an

employee demonstrated hardship, the minimum rate will be twenty-five dollars ($25) per pay period. The specific recovery rate shall be determined through an agreement between the concerned employee and the Employee Relations Department, upon notification to the concerned employee. The concerned employee shall have ten (10) calendar days from date of notification to contact the appropriate payroll representative and stipulate to a specific recovery rate in accordance with this contract provision. Failure by the concerned employee to make the necessary arrangements within the specified ten (10) calendar day period shall result in the necessary paycheck deductions 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 to an employee in the event the employee separates from County service, including the right to make necessary deduction from the employee's terminal leave pay.

This Article shall be administered in accordance with the applicable Statute of Limitations.

ARTICLE 53 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 sixty_cents ($.60) per hour for the entire work shift. Employees assigned to daytime shifts, who work on an overtime basis into the time period stated above, will receive the standard time and one-half overtime rate, but not the night shift premium rate. Employees assigned to work shifts which are equally divided before and after 6:00 p.m. will be entitled to receive a pay differential of forty cents ($.40) per hour for the entire work shift. Effective the beginning of the first pay period in July 2007, employees assigned to work shifts which have the major portion of the scheduled hours of work occurring between the shifts of 6:00 PM and 6:00 AM, shall receive a differential of one (1) pay step for the entire work shift. Effective the beginning of the first pay period in July 2007, employees who are assigned to work shifts which are equally divided before and after 6:00 PM, shall receive a differential of sixty cents ($.60) per hour 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 54 TIME IN GRADE PROVISION

Employees shall receive additional pay step increments for continuous service in the same classification. Eligibility calculations for service in grade requirements are based on County service after October I, I957, as described below:

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

2. Advancement to the second "Time in Grade" step shall be made after completion of five (5) consecutive years at the first "Time in Grade" step of the salary range. Such advance will be one (I) pay step beyond the first "Time in Grade" step.

ARTICLE 55 SAFE DRIVING AWARDS

An employee who drives or operates mobile equipment fifty percent (50%) of the time in performance of their duties, and possesses a valid driver's license shall receive awards for safe driving, including a pin, annually, with the number of safe driving years thereon. After the fifth year, he will receive an award of FIVE DOLLARS ($5.00) for each consecutive year of safe driving completed. Should a driver have a preventable accident, he starts over the first day after the accident.

ARTICLE 56 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 the County's self-insured Health Maintenance Organization pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto.

The County's flexible benefits program will remain in effect during the term of this Collective Bargaining Agreement. The parties agree that bargaining unit employees will be offered the opportunity to participate pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code.

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

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

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

4. The County will provide an annual $1,000 contribution, paid in biweekly increments, for County 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.

Effective upon ratification of this Agreement, the County's contributions to the Flexible Benefits Plan shall be suspended. Such contributions previously provided will be restored one year after this

Agreement is ratified prospectively only, subject to the reopener clause based on economic conditions provided by Article 74.

ARTICLE 57 TRAINING AND TRAINING PROGRAMS

The County and the Union agree that the training and development of employees within this Bargaining Unit is mutually beneficial. The Union will be kept informed of all training programs. The Union may make recommendations to the County relative to the training of employees within this Bargaining Unit. The County will consider recommendations and improvements submitted by the Union. The parties agree to meet at the request of either party for the purpose of exchanging information concerning the overall training of employees within this Bargaining Unit.

Non-job basis employees required by their department to attend classes or training programs, within the geographical limits of Miami-Dade County, in order to retain their present jobs or position, shall receive the applicable rate of pay for all hours exceeding their regularly scheduled work week. However, at their sole discretion, the Department shall have the option to change, modify or adjust employee's work schedules to allow for training to comprise the normal work week or work day in place of the regularly assigned shift and in this case overtime provisions shall not apply.

ARTICLE 58 SAFETY AND HEALTH

I. It is the responsibility of the County to provide reasonable safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility.

2. The County and the Union insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in disciplinary action.

3. If an employee believes he is being required to work under unsafe conditions, he shall (I) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Union Steward may immediately notify the Department Safety Officer and GSA Risk Management Division; (3) file a grievance if no corrective action is taken during that day's work.

4. Employees who work at jobs or in areas deemed by the department or Risk Management Division to be dangerous shall be required to wear safety devices and/or equipment designated by Risk Management or the department as necessary for their protection. Such devices and equipment will be provided by the County. When such equipment has been prescribed by the department or Risk Management Division, it shall be furnished by the County at no cost to the employee. Failure or refusal of an employee to wear safety devices and/or equipment shall be grounds for disciplinary action.

ARTICLE 59 BLOOD BANK AND DONORS

Employees wishing to donate blood without remuneration shall be granted reasonable leave, with prior approval of their supervisor, without loss of pay for the purpose of donating blood.

ARTICLE 60 ON-THE-JOB INJURY REPORTS

An employee shall receive a copy of the "on-the-job injury" report after it has been read to him and he has signed a copy. The supervisor shall not refuse to report an injury or attempt to dissuade an employee from reporting an injury, whether or not such report is timely or untimely.

ARTICLE 61 BULLETIN BOARDS

The County will furnish the Union with sufficient bulletin board space for up to four (4) Union notices, size 8 1/2" x l4" at each of the agreed locations. The Union shall submit items, other than meeting and election notices, to the Director of Labor Management prior to posting. It is intended for purpose of interpretation that bulletin boards shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public.

The time clock boxes, as long as they are used by the County, may be used for distribution of Union literature, as defined above. The County agrees not to destroy or discard the Union literature contained in the time clock boxes.

ARTICLE 62 SERVICES TO THE UNION

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

   a) Names, addresses, classification titles, and social security numbers.

   b) List of employees by occupation.

   c) Once every six (6) months a list of new bargaining unit employees hired during the previous six (6) months.

2. The County agrees to furnish the Union twice a year one copy of the B-l Salary Forecast or its equivalent for employees in this Bargaining Unit.

3. The County agrees to notify the Union within a reasonable period of time and whenever possible within thirty (30) days prior to any public hearing in which personnel matters, relative to this Bargaining Unit, are to be the subject of discussion.

4. The County agrees to provide the Union with the following documents and publications (one (l) copy, unless otherwise indicated):

Board of County Commission Agendas
Adrninistrative Orders and Personnel Policy Procedures
Examination Announcements
Training and Benefit Bulletins
Classifications Specifications (3)
Employee Newspapers
Proposed Budget
Final Budget
Table of Organization
Pay Plan (25)

5. Special conferences for important matters will be arranged between the Union President and the Labor Management Director, or their designated representatives upon request of either party. Such meeting shall be between at least two (2) representatives of the County and at least two (2) representatives of the Union. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

6. The County, upon written request, will provide the Union, at no cost, two (2) sets of labels per calendar year containing the names and addresses of bargaining unit employees. Any additional requests for labels shall be paid for by the Union.

7. The County shall notify the Union of scheduled employee orientations and allow the Union to set up a table in the lobby of the SPCC building on the day of scheduled orientations.

8. The County will facilitate the availability of a table for the Union at the County Picnic.

ARTICLE 63 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

I. The Union 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 this Agreement shall remain solely within the discretion of the employer modify, establish or eliminate. The rights contained in this Article shall be exercised consistently with Article 66-Prevailing Benefits.

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

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 declared by the County Manager;

d. Direct the work of the employees, 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 employees for just cause;

f. The right to make reasonable rules and regulations. The County will inform the Union of any changes in the existing rules and regulations and the establishment of new rules and regulations before such changes are made effective;

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 give the Union at least sixty (60) days written notice in contracting out for services currently being performed by bargaining unit employees. The County will provide to the Union copies of Requests for Proposals that specifically pertain to the contracting out for services that are currently being performed by bargaining unit employees. The County agrees that, when a department submits a written recommendation to contract out for services currently being performed by bargaining unit employees, a copy of such recommendation shall be sent forthwith to the Union. This clause shall not be construed as a waiver of any other right either party may have under this Agreement or applicable law.

l. Determine the utilization of technology;

m. Such other rights, normally consistent with management's duty and responsibility for operation of County services; provided, however, that the exercise of such rights does not preclude the Union from conferring about the practical consequences that decisions may have on terms and conditions of employment.

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

5. The County, in exercising its rights, will not preclude the Union from raising a grievance for an act which is alleged to violate this Agreement.

ARTICLE 64 TOXICOLOGY AND ALCOHOL TESTING

The County and Union 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 Departments shall have the right to require Toxicology and Alcohol Testing as part of any provided physical examination.

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

It is further understood by the parties that the aforementioned authority to require that employees submit to such testing be approved by the concerned Division Director, or higher authority within the department to ensure proper compliance with the terms of this Article.

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

Employees reasonably believed to suffer from substance and/or alcohol abuse may be referred at the departments discretion, to the Employee Assistance Program. However, voluntary participation in a substance or alcohol abuse program shall not preclude the department from taking disciplinary action against the employee for violation of the Miami-Dade County Personnel Rules or Departmental Rules and Regulations.

ARTICLE 65 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements and Memoranda of Understanding and concluding all collective bargaining during its term, except as otherwise specifically provided in the Article entitled Term of Agreement and Reopening. The Parties specifically waive the right to bargain during the term of this 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 66 PREVAILING BENEFITS

Unless specifically provided for or abridged herein, all wage and economic fringe benefits, break times and other benefits of a similar nature currently in effect shall remain in effect under conditions upon which they have previously been granted.

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

The County will provide the Union with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

Nothing in this Article shall be construed to modify or eliminate the concept of past practice.

ARTICLE 67 APPLICABILITY OF AGREEMENT

The general provisions herein contained are mutually agreed to by the County and the Union. The specific provisions of this Agreement are mutually agreed to by the County and the Union and shall be binding on the County, the Union, or each, as the context may require. Provisions binding upon the County shall be interpreted as binding upon all administrative and other County officials to abide by and perform as specified.

Nothing contained herein shall be interpreted to prevent or restrict the County from entering into agreement with other organizations of County employees for benefits the same, in addition to, greater than, or different from those contained herein.

ARTICLE 68 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 by the decision of any authorized governmental agency, such invalidation of such part or portion 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 69 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 Union, and there will be no lockouts by the County for the duration of this Agreement. The Union 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 law. Provided, however, in any action brought by the County, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if the Union did not instigate or support such action. In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the County, the Union shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

ARTICLE 70 TIME LIMITS

For purposes of interpretation, all time limits contained in this Agreement shall be considered met so long as the postmarked date on a certified letter is in compliance with the specified time limit, when the postal service is utilized.

ARTICLE 71 GENDER REFERENCE

All pronouns used in this Agreement shall be deemed to apply to both sexes, regardless of the particular gender of the pronoun actually used.

ARTICLE 72 SENIORITY

To the extent feasible in fulfilling its mission and responsibilities and where job performance and job skill factors are equal among affected employees, the departments will give full and fair consideration to employees seniority by classification when determining vacation scheduling, shift assignments, overtime work assignments on a holiday, and training programs.

If requested by the Union, decisions and determinations made under this Article will be a proper subject for a consultation meeting between representatives of the Union, the affected department, and Miami-Dade County Labor Management.

ARTICLE 73 SPECIAL WAGE PROVISIONS

Full-time bargaining unit employees will be eligible to receive a $50.00 biweekly pay supplement. Effective upon ratification of this Agreement, the $50 biweekly pay supplement shall be suspended. The $50 biweekly pay supplement will be restored one year after this Agreement is ratified prospectively only, subject to the reopener clause based on economic conditions provided by Article 74.

ARTICLE 74 TERM OF AGREEMENT AND REOPENING

The Collective Bargaining Agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., Local I99 - General Employees, shall be effective October 1, 2008, and continue to September 30, 2011.

Either party shall have the right during the term of this Agreement to reopen this Agreement only 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 42 Wages, the Union will have the right to request the reopening of negotiations with respect to Article 42 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.

Either party has the right to reopen the "Flex Pay" provision of Article 56 and Article 73 of this Agreement on the basis of economic conditions, by written notice to the other party no later than 60 days prior to the effective date of the restoration of those provisions.

EXHIBIT 1

OCCUPATIONAL TITLE	OCC CODE
Abstractor	(1227)
Account Clerk	(0310)
Adult Day Care Aide	(3217)
Aircraft Mechanic	(6106)
Airport Network Systems Integrator	(5356)
Animal Care Specialist	(1209)
Animal Services Clerk	(1201)
Architectural Drafter 1	(1028)
Architectural Drafter 2	(1029)
Assistant GSA Broadcast Engineer	(6450)
Audio-Visual Aide	(0080)
Auto Parts Specialist 1	(0261)
Auto Parts Specialist 2	(0262)
Automatic Transmission Mechanic	(6121)
Automotive Bodyworker	(6118)
Automotive Emission Controls Inspector	(1503)
Automotive Equipment Operator 1	(6205)
Automotive Equipment Operator 2	(6206)
Automotive Equipment Operator 3	(6207)
Automotive Mechanic	(6112)
Automotive Service Helper	(6110)
Automotive Support Specialist	(6123)
Building Code Enforcement Officer	
B & Z Field Inspector	
Bindery Worker	(0240)
Bookmender	
Bookmobile Operator	
Bridge Operator	(6010)
Bridge Repairer	(6502)
Bldg Code Enforcement Clerk	(2221)
Bldg Enf Collect/Contracts Processor	(2202)
Bldg Permit Clerk	(2230)
Bldg Customer Service Representative	(2233)
Bldg Inspector 1	(2105)
Bldg Inspector 2	(2106)
Bldg Management Assistant	(6438)
Bldg Management Systems Operator 1	(6433)
Bldg Management Systems Operator 2	(6434)
Bus Shelter Enforcement Officer	(8446)
Business Relocation Advisor	
Buyer	(0270)
C & R. Cook 1	(4509)
C & R Pre-Trial Services Technician	(4540)
C & R Supply Specialist	(4552)
C & R Wireless Systems Support Spec	(4546)

EXHIBIT 1 **(Cont'd)**

OCCUPATIONAL TITLE	OCC CODE
Cabinet maker	(7284)
Cable TV Inspector	(2504)
Cadastral Technician	(1017)
Cable TV Inspector	(2504)
Cadastral Technician	(1017)
Camera-Image Assembly Technician	(0251)
Capital Inventory Clerk	(0223)
Carpenter	(6508)
Cashier 1	(0301)
Cashier 2	(0302)
Child Development Assistant	(3220)
Children's Services Specialist	(7128)
Claims Adjuster	(1912)
Claims Investigator	(1911)
Claims Representative 1	(1903)
Claims Representative 2	(1904)
Clerk 1	(0010)
Clerk 2	(0011)
Collection & Inspection Representative 1	(0346)
Collection & Inspection Representative 2	(0347)
Collections Finance Enforcement Officer	(0348)
Commercial & Residential Roofing Inspector	(2113)
Commercial Rehabilitation Specialist	(3608)
Commercial Roofing Inspector	(2112)
Commission Reporter	
Communication Service Representative	(1724)
Communication Service Representative 2	(1725)
Communications Broadcast Engineer	(2350)
Communications Design Coordinator	(2319)
Communications Photographer	(2313)
Community Family Service Worker	(3138)
Community Organization Aide	(3741)
Community Youth Worker 1	(3742)
Computer Operator 1 (1650)	(1650)
Computer Operations Specialist 1	(1818)
Computer Operations Specialist 2	(1819)
Computer Operations Support Clerk 1	(1800)
Computer Operations Support Clerk 2	(1801)
Computer Operator 2	(1651)
Computer Technician 1	(1826)
Concession Attendant 1	(7220)
Concession Attendant 2	(7221)
Console Security Specialist	(6456)
Construction Cost Estimator 1	(6452)
Construction Equipment Mechanic	(6120)

EXHIBIT 1 **(Cont'd)**

OCCUPATIONAL TITLE	OCC CODE
Construction Field Representative	(6601)
Consumer Protection Enforcement Officer	(2534)
Consumer Services Collection Processor	(2547)
Consumer Services Licensing Clerk	(2514)
Cook 1	(6086)
Cook 2	(6087)
Correctional Aide	(4519)
Correctional Property Custodian	(4515)
Corrections and Rehab Inmate Services Technician	(4522)
Corrections Fire Inspections Specialist	(4549)
Counselor For Disabled	(3202)
County Commission Clerk 1	(4040)
County Commission Clerk 2	(4041)
County Commission Clerk 3	(4042)
Court Record Specialist 1	(4029)
Court Record Specialist 2	(4030)
Courtroom Clerk 1	(4055)
Courtroom Clerk 2	(4056)
Courts Evidence Records Specialist	(4017)
Courts Procurement Officer	
Credit Representative	(0306)
Crisis Counselor	(3232)
Custodial Worker 1	(6001)
Custodial Worker 2	(6002)
Data Control Clerk	(1604)
Data Control Technician 1	(1635)
Data Control Technician 2	(1636)
Data Entry Specialist	(0015)
Data Entry Specialist 2	(0016)
Data Operations Support Clerk 2	(1646)
Data Production Control Specialist	(1640)
Data Technical Support Specialist	(1641)
Drafter	(1001)
Driver Attendant	(2832)
Driver-Messenger	(6202)
Duplicating Equipment Operator	(1280)
Election Field Technician	(2402)
Elections Training Technician	(2406)
Electrical Inspector 1	(2125)
Electrical Inspector 2	(2126)
Electrical Sign Inspector	(2160)
Electrician	(6510)
Electronic Parts Specialist	(0206)
Electronic-Electrical Equipment Tech 1	(6572)
Electronic-Electrical Equipment Tech 2	(6573)

EXHIBIT 1 **(Cont'd)**

OCCUPATIONAL TITLE	OCC CODE
Elevator Inspector	(2101)
Eligibility Interviewer	(3001)
Emergency Housing Manager	(3412)
EMS Support Clerk	(4128)
ENCO Enforcement Officer 1	
ENCO Service Clerk	
Energy Management Systems Analyst	(6402)
Energy Management Technician	
Engineering Aide 1	(1010)
Engineering Aide 2	(1011)
Engineering Drafter 1	(1002)
Engineering Drafter 2	(1003)
Engineering Permit Clerk 1	(1013)
Engineering Permit Clerk 2	(1014)
Environmental Technician 1	(6360)
Environmental Technician 2	(6361)
Equal Opportunity Assistant	(3316)
ERD Records Technician	(0458)
Family Relocation Advisor	(3512)
Farm Supervisor	(6025)
Finance Collection Specialist	(0308)
Fire Safety Representative 1	(4131)
Fire Safety Specialist 1	(4134)
Fire Telecommunications Manager	(4127)
Fleet Maintenance Operations Coord 2	(6132)
Food Service Worker 1	(6080)
Food Service Worker 2	(6081)
Forensic Investigations Assistant	(2954)
Forensic Investigator	(2956)
Forensic Material Specialist	(2918)
Forensic Medical Transcriptionist	(2911)
Forensic Photographer	(2942)
Forensic Photography Assistant	(2940)
Forensic Records Technician	(2905)
Forensic Technician	(2950)
GIS Graphics Technician 2	(1621)
Golf Attendant 1	(7238)
Golf Attendant 2	(7239)
Golf Pro Shop Attendant	(7236)
Graphic Video Technician	(2317)
Graphics Technician 1	(0267)
Graphics Technician 2	(0268)
Graphics Typesetter	(0243)
Group Home Houseparent	
Group Insurance Representative	(1940)

EXHIBIT 1 (Cont'd)

OCCUPATIONAL TITLE	OCC CODE
GSA Supply Specialist	(0256)
GSA Broadcast Engineer	(6451)
GSA Utility Plant Operator	(6443)
Guard	(6008)
Health Education Aide	(3207)
Heavy Duty Crane Operator 1	(6226)
Heavy Duty Crane Operator 2	(6227)
Heavy Duty Truck Mechanic	(6114)
Heavy Truck Tire Repairer	(6103)
Home Case Aide	(3231)
Home Management Aide	(3418)
Homeless Case Assistant	(0627)
Horticultural Assistant	(7248)
Horticultural Specialist	(7354)
Housing Inspector I	(2155)
Illegal Dumping Enforcement Officer	(6324)
Income Evaluation Specialist	(0120)
Info Technology Intern	(1839)
Information Technology Specialist	(1841)
Insurance Data Technician	(1951)
Interior Design Technician 1	(6479)
Inventory Clerk	(0202)
ITD Information Center Analyst 1	(1706)
JA Mail Center Clerk	(4724)
Job Training Interviewer	(3802)
Job Training Assistant	(3803)
Key Data Operator	(1600)
Laboratory Aide 1	(2810)
Laboratory Aide 2	(2811)
Laboratory Assistant 1	(2820)
Laboratory Assistant 2	(2821)
Laboratory Technician	(2814)
Laborer	(6030)
Landfills System Mechanic	(6536)
Landscape Architectural Drafter 1	(7256)
Landscape Architectural Drafter 2	(7257)
Legal Claims Representative	(1906)
Liability Claims Investigator	(1909)
Liability Claims Adjuster	(1914)
Library Aide	(7121)
Library Assistant 1	(7123)
Library Assistant 2	(7124)
Library Assistant 3	(7125)
Library Associate	(7129)
Library Attendant	(7103)

EXHIBIT 1 **(Cont'd)**

OCCUPATIONAL TITLE	OCC CODE
Library Exhibit Technician	(7112)
Library Page	(7120)
Library Service Representative	
Licensed Practical Nurse	(2805)
Lifeguard 1	(7267)
Lithographic Imaging Technician	(0251)
Locksmith	(6506)
Machinist	(6108)
Mail Center Clerk 1	(0209)
Mail Center Clerk 2	(0211)
Maintenance Mechanic	(6101)
Maintenance Repairer	(6501)
Maintenance Repairer-Automotive	(6504)
Marine Equipment Operator	(7260)
Mason	(6515)
MDC-HUD Security Officer	(3422)
MDHA Real Estate Appr & Relocation Spec	(3435)
MDHA Field Officer	(3438)
MDHA Section 8 Leasing & Contracts Spec	(3442)
MDHA Mortgage Services Processor	(3460)
MDHA Mortgage Services Representative	(3462)
MDHA Supply Specialist	(3507)
MDHA Structural Maintenance Technician	(3508)
MDHA Compliance Specialist	(3542)
MDHA Finance Advisor	(3545)
MDPD Data Security Technician	(4363)
MDPD Investigation Specialist	(4332)
MDPD Polygraph Examiner	(4242)
MDPD School Crossing Guard	(4302)
MDPD Warrants Technician	(4319)
MDPD Pedestrian Safety Coordinator	(4340)
MDTA Parking Enforcement Specialist	(8210)
MDTA Quality Assurance Specialist	(8241)
Mechanical Inspector 1	(2145)
Mechanical Inspector 2	(2146)
Medical Records Practitioner 1	(2026)
Messenger	(0001)
Micro-Computer Specialist	(1607)
Micrographics Technician 1	(0075)
Micrographics Technician 2	(0076)
Minicomputer Data Technician	(1610)
Minicomputer Operator 1	(1612)
Minicomputer Operator 2	(1613)
Minicomputer Prog/Analyst 1	(1615+)
Minicomputer Prog/Analyst 2	(1616)

EXHIBIT 1 (Cont'd)

OCCUPATIONAL TITLE	OCC CODE
Mortgage Services Processor	(3460)
Mortgage Services Representative	(3462)
Mosquito Control Pilot/Mech Fixed & Rotary Wing	(1255)
Mosquito Control Inspector	(1252)
Motor Vehicle Repair Enforcement Officer	(2545)
Motorcycle Mechanic	(6111)
Museum Attendant 1	(7245)
Office Support Specialist 1	(0020)
Office Support Specialist 2	(0021)
Offset Lithographer 1	(0245)
Offset Lithographer 2	(0247)
Offset Lithographer 3	(0249)
Operating Systems Programmer	(1850)
Painter	(6516)
Paralegal Collection Specialist	(0305)
Park & Recreation Photographer	(7282)
Park Attendant	(7215)
Park Ranger	(7227)
Park Security Officer	(7223)
Park Service Aide 1	(7201)
Park Service Aide 2	(7202)
Senior Park Service Aide	(7203)
Parking Lot Attendant	(6028)
Parks Maintenance Technician	(7253)
Parks Sign/Graphics Artist	(7277)
Parks Sound Technician	(7252)
Parks Telecommunication Coordinator	(7377)
Parks Utilities Specialist	(7378)
Passenger Trans Enforcement Officer 1	(2520)
Passenger Trans Vehicle Inspector	(2510)
PDR Code Enforcement Clerk	(2221)
PDR Enforcement Collect/Contracts Processor	(2202)
PDR Enforcement Officer 1	(2246)
PDR Enforcement Officer 2	(2247+)
PDR Permit Clerk	(2230)
PDR Recording Secretary	(2206)
Personal Property Evaluator 1	(0131)
Personal Property Evaluator 2	(0132)
Personnel-Payroll Services Clerk	(0463)
Personnel-Payroll Technician	(0465)
Personnel Technician	(0402)
Planning Technician	(2004)
Plans Processing Tech	(2227)
Plasterer	(6525)
Plat Processor	(1006)

EXHIBIT 1 (Cont'd)

OCCUPATIONAL TITLE	OCC CODE
Plumber	(6527)
Plumbing Inspector 1	(2135)
Plumbing Inspector 2	(2136)
Police Computerized Report Specialist 1	
Police Computerized Report Specialist 2	(4348)
Police Computerized Report Specialist 3	(4349)
Police Crime Analysis Specialist	(4338)
Police Records Specialist 1	(4312)
Police Station Specialist	(4334)
Pollution Control Inspector 1	(1534)
Pollution Control Plan Reviewer 1	(1537)
Pollution Control Plan Reviewer 2	(1538)
Pool & Pump Technician	(7254)
Pool/Lake Lifeguard Trainee	(7206)
Pool/Lake Lifeguard 1	(7207)
Pool/Lake Lifeguard 2	(7208)
Pool/Lake Lifeguard 3	(7209)
Power Plant Operator	(6548)
Power Systems Technician	(6550)
Pre-Trial Services Technician	(4540)
Procurement Specialist	(0277)
Procurement Technician	(0275)
Production Control Specialist	(1858)
Production Support Analyst	
Programmer Assistant	(1840)
Programmer 1	
Programmer 2	
Property Appraiser Clerk	(0102)
Property Appraiser Clerk 2	(0103)
Property Evaluation Specialist	(0122)
Property Management Assistant	(3522)
Psychiatric Attendant	(2003)
Public Housing Management Aide	(3402)
Public Housing Management Assistant	(3405)
Public Service Aide	(4301)
Public Works Inspector 1	(1231)
Public Works Inspector 2	(1232)
PWD Community Liaison	(1221)
Range Attendant	(7217)
Real Estate Evaluator 1	(0110)
Real Estate Evaluator 2	(0111)
Real Estate Specialist	(6431)
Realty Change Clerk	(0104)
Recording Secretary	(0032)
Records Center Clerk 1	(0228)

EXHIBIT 1 **(Cont'd)**

OCCUPATIONAL TITLE	OCC CODE
Records Center Clerk 2	(0229)
Recreation Leader	(7301)
Refrigeration/AC Mechanic	(6532)
Rehabilitation Construction Specialist	(3541)
Rehabilitation Finance Advisor	(3545)
Rehabilitative Services Assistant	(2800)
Rehabilitative Services Counselor 1	(3049)
Residential Roofing Inspector	(2109)
Resource Center Clerk	(0451)
Right-Of-Way Equipment Operator	(6225)
Risk Management Insurance Representative	(1970)
Risk Management Special Investigator	(1975)
Road Construction Cost Estimator	(1040)
Roadway Lighting Technician	(6565)
Roofing Inspector	(2108)
Seaport Construction Inspector	(1329)
Seaport Hydraulics Mechanic	(1310)
Seaport Passenger Bridges/Conveyer Tech	(1311)
Seaport Scale Operator	(1308)
Seaport Security Officer	(1300)
Seaport Terminal Operator	
Secretary	(0031)
Section 8 Leasing & Contracts Specialist	(3442)
Security Alarm Technician	(6553)
Semi-Skilled Laborer	(6035)
Senior Cadastral Technician	(1018)
Senior Forensic Technician	(2952)
Senior Park Service Aide	(7203)
Senior Telecommunications Technician	(1733)
SFETC Transition Specialist	(3831)
SFETC Quality Assurance Specialist	(3836)
Sign Painter	(6540)
Social Worker Aide	(3002)
Special Housing Program Field Officer	(3438)
Spray Painter	(6517)
Sprayer	(6044)
Sprayer Helper	(6043)
Stenographic Reporter	(0035)
Stores Clerk	(0201)
Student Houseparent	
Swim Instructor	(7213)
SWM Enforcement Clerk	(6326)
Systems Analyst Programmer 1	(1843)
Systems Analyst Programmer 2	(1844)
Systems Analyst Technician	

EXHIBIT 1 **(Cont'd)**

OCCUPATIONAL TITLE	OCC CODE
Systems Analyst 2	(1683+)
Tax Collection Clerk 1	(0350)
Tax Collection Clerk 2	(0351)
Tax Record Clerk 1	(0353)
Tax Record Clerk 2	(0354)
Teacher Assistant 1	(3703)
Teacher Assistant 2	(3704)
Team Metro Code Enforcement Clerk	(2703)
Team Metro Collections Clerk	
Team Metro Service Representative	(2706)
Team Metro Information & Reference Specialist	(2707)
Team Metro Outreach Specialist	(2710)
Team Metro Neighborhood Compliance Officer	(2716)
Telecommunications Installer	(1731)
Telecommunications Technician	(1732)
Telephone Console Operator 1	(0084)
Telephone Console Operator 2	(0085)
Telephone System Support Specialist	(4547)
Teleprocessing Coordinator 1	
Teleprocessing Coordinator 2	
Tenant Selection Technician	(3425)
Title Analyst	(1228+)
Toll Collector 1	(1286)
Toll Enforcement Officer	(1288)
Traffic Analyst 1	(1090)
Traffic Analyst 2	(1091)
Traffic Maintenance Repairer	(1242)
Traffic Signal Technician 1	(1237)
Traffic Signal Technician 2	(1238)
Transit Engineering Micro-Computer OPR	(8214)
Transit Field Technician 1	(8276)
Transit Field Technician 2	(8277)
Tree Trimmer	(7250)
Tutor	(3136)
Upholsterer	(6520)
Urban Development Aide	(Reclass/Temp #9185)
Veterinary Technician	(1215)
Victim Services Coordinator	(3216)
Video Production Specialist	(2332)
Waste Enforcement Officer 1	(6328)
Waste Plant Mechanic	(6537)
Waste Plant Electrician	(6538)
Waste Radio Operator	(6305)
Waste Scale Operator	(6312)
Waste Service Clerk 1	(6301)

EXHIBIT 1 **(Cont'd)**

OCCUPATIONAL TITLE	OCC CODE
Waste Service Clerk 2	(6203)
Web Graphics Technician	(6303)
Web Publisher	(1812)
Welder	(6560)
Word Processing Operator 1	(0051)
Word Processing Operator 2	(0052)
Workers Compensation Claims Investigator	(1923)
Workers Compensation Claims Representative	(1925)
Workers Compensation Claims Adjuster	(1929)
Zoning Clerk	(2020)
Zoning Inspector	(2030)
Zoning Plans Processor 3	(2024)
Zoning Plans Processor 1	(2022)
Zoo Commissary Keeper	(7403)
Zoo Graphics Artist	(7430+)
Zoo Hospital Attendant	(7468)
Zoo Hospital Clerk	(7470)
Zookeeper	(7401)

This Agreement signed this_____ day of _____, 2010.

For AFSCME Local 199 General	For Miami-Dade County
_____ President	_____ County Manager
_____ Bargaining Committee	_____ Director, Human Resources Department
_____ Bargaining Committee	_____ Director, Employee and Labor Relations
_____ Bargaining Committee	_____ Witness
_____ Bargaining Committee	_____ Witness
_____ Bargaining Committee	_____ Witness
_____ Bargaining Committee	_____ Witness
_____ Bargaining Committee	_____ Witness
_____ Bargaining Committee	_____ Witness

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