Memorandum

MIAMI-DADE COUNTY

Date: December 19, 2011

Agenda Item No. 8(F)(5)

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Approval of 2011-14 Collective Bargaining Agreement Between Miami-Dade County, and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit

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Recommendation

It is recommended that the attached 2011-14 Collective Bargaining Agreement (Attachment 1) between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit, (GSAF) be approved by the Board of County Commissioners (Board).

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The FY 2011-12 Adopted Budget was predicated on reducing labor costs for employees represented by GSAF Local 100 Professional Employees Unit by $13.415 million. The provisions of this agreement will generate savings of $8.510 million. Both the County and Union worked collaboratively to identify contractual savings in order to reach a fiscally responsible agreement. The identified savings recur for each applicable year of the contract.

In addition, there is a provision in the contract that allows for a re-opener of the agreement should the County's economic conditions improve, the terms of which is such that it would permit both parties to discuss the reinstatement of some of the provisions currently being eliminated and/or frozen.

The remaining balance ($4.905 million) is associated with an additional five (5%) percent contribution to the County's healthcare costs which the Union has opted to bring to the Board as an impasse item for your consideration under a separate agenda item.

Track Record/Monitor

The Director of Labor Management and Compensation monitors and oversees the administration of this collective bargaining agreement.

Background

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

Article 34 of the contract, Wages, contains an impasse issue which is being submitted directly to the Board for final resolution. The matter in question is whether employees will be required to contribute an additional amount, not to exceed five percent (5%) of base wages, towards the County's cost of health care. If approved, the employees' contribution will be increased to ten percent (10%) of base wages. This matter will be presented as a separate item, following the Board's consideration of the balance of this agreement.

The following is a summary of the primary contractual changes affecting the employees covered by this Agreement. The terms of this Agreement preserve employees' base pay. By agreeing to eight (8) furlough days (six (6) holidays and two (2) additional days), suspension of Flex dollars, suspension of the $50 biweekly Premium pay supplement, and other supplemental pay, employees will continue to be eligible for merit increases and longevity bonuses during the term of this agreement.

Term of Agreement
This is a three (3) year contract for the period of October 1, 2011 through September 30, 2014.

Upon ratification of the Agreement, the following provisions will be implemented:

Holidays, Holiday Premium Pay and Leave
Six (6) holidays and two (2) additional days will be taken as unpaid furlough days during each year of the Agreement. Employees who work a full shift on the Thanksgiving, Christmas, or Independence Day holidays will earn a day of administrative leave.

Overtime Savings
Currently, work performed each day by non-job basis (hourly) employees beyond the regularly scheduled hours of work is paid on an overtime basis. This provision has been eliminated; only work that is performed in excess of forty (40) hours each week by non-job basis members will be paid at the overtime rate. This overtime calculation is in accordance with the provisions of the Fair Labor Standards Act (FLSA).

Wages
All employees in Bargaining Unit classifications will continue to contribute five percent (5%) of base wages towards the County's cost of health care.

The parties are at impasse over whether an additional five percent (5%) contribution will be required from all Bargaining Unit members covered under this contract. In order to resolve this matter, the parties have agreed to submit to the Board, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the parties' impasse, the issue of whether employees will be required to contribute an additional amount, not to exceed five percent (5%) of their base wages (a total contribution of ten percent 10%), towards the County's cost of health care.

The health care contribution will continue only through January 1, 2014, at which time the monies comprising the health care contribution will be reinstated to the employees' pay, provided however, that the County will have the right to reopen this provision of the Agreement for the purpose of negotiating whether these or similar reductions will be continued.

No wage adjustments or pay increases have been granted in this Agreement.

Special Wage Provisions
The fifty ($50) biweekly Premium pay supplement will be suspended through September 30, 2014.

The one (1) pay step supplement for the Child Development Associate Certificate and the three (3) pay step supplement for the State of Florida Teacher's Certificate that is paid to employees in the classification of Teacher, will be suspended.

There is a reopener provision which permits either party in June 2013 to reopen the contract to negotiate whether the pay supplements for the Child Development Certificate and the State of Florida Teacher's

Certificate will be continued in the third year of the Agreement (FY 2013-14). In the event that the parties are unable to reach an agreement beforehand, the dispute will be submitted to the Board at the second regular meeting in July 2013, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State law.

Night Shift Pay Differentials
The night shift differential pay will be reduced from two (2) pay steps to one (1) pay step.

There is a reopener provision which permits either party in June 2013 to reopen the contract to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14). In the event that the parties are unable to reach an agreement beforehand, the dispute will be submitted to the Board at the second regular meeting in July 2013, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State law.

Entrance Pay
Changes were made to the Agreement that will change the length of time to progress from pay step 1 to step 2 for all employees hired following ratification of this Agreement. Progression from the entrance level pay of step one (1) to step two (2) will be changed from six (6) months (13 pay periods) to twelve (12) months (26 pay periods) based upon satisfactory or above satisfactory job performance. This period of time is equal to the probationary period for all Union job classifications.

Group Health Insurance
The County's contributions to the Flexible Benefits Plan, which averages $1,100 per employee, will be suspended through September 30, 2014.

The County will have the right to reopen this Agreement to discuss the redesign of the County's health plan for plan year 2013. Union participation will be obtained to discuss health plan provisions and benefits, prior to establishing premium contributions.

The County has agreed to maintain 2011 calendar year group health insurance premium rates at the same level for the 2012 calendar year.

Voting
The one (1) hour of time off with pay for employees to vote in local and general elections will be suspended through September 30, 2014.

Administrative Leave
Currently, bargaining unit employees in job basis classifications who are assigned to work a minimum of thirty-two (32) hours in excess of their normal schedule are eligible to receive sixteen (16) hours of administrative leave. The accrual of this administrative leave will be suspended through September 30, 2014.

Leave With Pay
Currently, the Association President and two (2) additional County bargaining unit employees are released from duty with pay to administer the Agreement. One (1) additional bargaining unit employee, designated by the Association President, will be released from duty with pay to administer the Agreement. This leave with pay benefit is also provided for in the Government Supervisors Association of Florida/OPEIU, Local 100 Supervisory Employees Collective Bargaining Agreement and is not meant to be duplicated.

Contracting Out for Services
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 agreed 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 will be sent to the Union.

Seniority Based Layoffs
The parties have agreed to transition to seniority based layoff calculations subsequent to the agreement of the County's other unions to conduct layoffs on the same basis. There will be a joint review of the Layoff Procedures Manual by all concerned bargaining units and the County to revise and modernize retention score calculation methodologies.

Disability Leave
In the event the parties reopen the Agreement on any economic issues, the County will have the right to discuss issues and changes related to the County's Service Connected Disability Program under Section 2.56 of the Miami-Dade County Code.

Reopening
In the event that any other County Union receives an across the board wage increase that is greater than the benefits provided for under Article 34 Wages, the Union will have the right to request to the reopening of negotiations with respect to Article 34 Wages only.

Other
Changes were made to timeframes for processing grievances and disciplinary actions to ensure due process, provide for fair investigations, and grant appropriate notification to employees.

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 Mayor that it is in the best interests of the County to do so. Therefore, it is respectfully recommended that these requirements be waived for this Collective Bargaining Agreement, based on the provisions of the accompanying resolution that requires the Board to first approve and ratify this Agreement prior to it being executed by the County Mayor. Accordingly, this Agreement will be executed by the parties subsequent to its approval and ratification by the Board.

Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: December 19, 2011

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

SUBJECT: Agenda Item No. 8(F)(5)

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**

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Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(5)
12-19-11

RESOLUTION NO. _____

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2011-14 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 PROFESSIONAL UNIT

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that that this Board approves and ratifies the Mayor's action in executing the attached 2011-14 Collective Bargaining Agreement between Miami-Dade County, and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Unit in substantially the form attached hereto and made a part hereof. The provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are waived at the request of the County Mayor for the reasons set forth in the County Mayor'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:

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Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of December, 2011. 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. lkk.

Lee Kraftchick

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

OCTOBER 1, 200~~8~~11 – SEPTEMBER 30, 201~~1~~4

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ARTICLE 1 AGREEMENT

This Agreement is effective the 1st day of October 200811, by and between Miami-Dade County, hereinafter referred to as the County and the Government Supervisors Association of Florida/OPEIU, Local 100-Professional Employees, hereinafter referred to as the Association. Said Agreement is to be effective on the above date provided that it has been ratified by the Association and the Board of County Commissioners of Miami-Dade County, Florida. The term "employee" where used in this Agreement shall be understood to mean bargaining unit member.

ARTICLE 2 PURPOSE AND INTENT

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

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

ARTICLE 3 RECOGNITION OF ASSOCIATION

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

ARTICLE 4 BARGAINING UNIT

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

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

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

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

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

ARTICLE 5 NONDISCRIMINATION

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

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

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

ARTICLE 6 CHECK OFF

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Association dues of such employee from his bi-weekly pay and remit such deduction to the Association within ten (10) days of the date of deduction. The Association will notify the County, in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. The County, with at least 60 days prior written notice, will provide a separate payroll deduction for the employee's contribution to the OPEIU Voice of the Electorate (VOTE) Fund and will reflect such deduction on the employee's pay stub. An employee may, upon thirty (30) days written notice to the County and the Association, revoke his/her dues deduction.

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

ARTICLE 7 GRIEVANCE PROCEDURE

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

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

   Class grievances should attempt to name all employees and classifications covered in a grievance. Class grievances, at the option of the Association, may be submitted at Step 2 or 3 and no more than two (2) employees may meet with the intermediate supervisor or division director or equivalent position as determined by the County. Each grievance when filed shall state the alleged violation of the contract claimed, the

date upon which the violation occurred (if applicable), the facts of such violation, the Article(s) of the contract violated and the remedy sought by the grievant(s).

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

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

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

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

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

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

Department or designee shall respond, in writing, within fourteen (14) calendar days.

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

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

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

7. All responses required in Steps 2, 3, and 4, above shall be directed to the aggrieved employee with a copy to the Association. When a grievance is rejected at any step of the grievance process, the reason for the rejection must be stated. In class grievances, responses will be directed only to the Association.

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

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

ARTICLE 8 ARBITRATION

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

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

3. The arbitration shall be conducted under the labor rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined and submitted in this Agreement. The arbitrator shall have no authority to change, amend, add to, subtract from, ignore, modify, nullify, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Agreement and his authority shall be limited to the interpretation of the terms of this Agreement.

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

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

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

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

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

ARTICLE 9 CLASSIFICATION <<REVIEW AND>> APPEAL

1. If an employee has reason to believe that he/she is misclassified based upon a significant change in his/her job duties and responsibilities, he/she may apply for a review of his/her classification, in writing, to his/her immediate supervisor. Such reclassification request shall be limited to one (1) request per employee during the term of this agreement. Such request, including a job description prepared by the employee and commented upon by the Department, shall be forwarded to the ~~Recruitment,~~ Human Resources Labor Management and Compensation ~~and Testing~~ Division by the employee's department within twenty (20) calendar days of receipt of request. Within sixty (60) calendar days of receipt of the request for reclassification by Human Resources, the ~~Recruitment,~~ Labor Management and Compensation ~~and Testing~~ Division shall render a decision in writing.

2. If the decision of ~~the Recruitment,~~ Labor Management and Compensation ~~and Testing Division~~ is deemed a "no change", the employee may, within fourteen (14) calendar days of receipt of the decision, request in writing, a hearing by the Human Resources Department Director, or equivalent position as determined by the County,. At the

hearing, the employee may be accompanied by a representative of ~~their~~ his or her choosing and may produce any documents and evidence to support the claim for reclassification. The Association has the right to be in attendance at the appeal hearing. The Human Resources Department Director, or equivalent position as determined by the County, will explain the basis for the decision in writing in the event the request is denied. The Human Resources Department Director, or equivalent position as determined by the County, shall hold such hearing within ninety (90) calendar days of the request and render a decision within ninety (90) calendar days after the conclusion of the hearing.

3. Whenever the Human Resources Director, or equivalent position as determined by the County, determines that an employee is misclassified, the employee shall be placed in a current, appropriate classification, unless the Human Resources Director, or equivalent position as determined by the County, determines that there is no existing appropriate classification. In such cases, the Human Resources Director, or equivalent position as determined by the County, shall establish the classification, job description and pay range, which shall be maintained during the term of this agreement. In the event the request for reclassification is upheld, the employee shall receive compensation beginning with the pay period that the original request was received in Human Resources ~~initiated~~.

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

5. The County will notify and confer with the Union of the following classification actions that affect the bargaining unit's classifications prior to finalizing the classification action:

a) Reclassification of a filled position(s) to a new classification outside of the bargaining unit.

b) Reclassification of a bargaining unit classification to a new classification outside of the bargaining unit.

ARTICLE 10 JOB DESCRIPTION AND APPEAL

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

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

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

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

5. Compliance with the requirements of this provision shall be the issue in the hearing. Testimony shall be taken from employees affected, who desire to give such testimony, provided the Association and the County will agree on a representative number of employee witnesses to ensure a full hearing on the merit of the issues. Appropriate

County Management shall appear in support of the proposed changes. Within fourteen (14) calendar days of receipt of ~~the~~ Labor Management and ~~Recruitment,~~ Compensation ~~and Testing~~ Director's decision, the Association may request the Human Resources Director, or equivalent position as determined by the County, to review this decision and issue a final decision within thirty (30) calendar days. The decision of the Human Resources Director, or equivalent position as determined by the County, shall be final and binding and not subject to any further review or appeal and is not subject to review as a grievance.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

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

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

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

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

The composition of the Labor-Management Committees shall consist of not more than five (5) members designated by the Association and not more than five (5) members designated

by the Department Director or designee. The parties may be represented by more members upon mutual agreement.

Performance Based Compensation Projects

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

ARTICLE 12 ASSOCIATION REPRESENTATIVES

The Association has the right to select employees from within the Bargaining Unit, as herein defined, to act as Association Representatives. The names of Association Officers and Representatives shall be certified, in writing, to the County's ~~Employee and~~ Labor ~~Relations~~ Management and Compensation Director, and to the concerned Department Directors. It is agreed to and understood by the parties to this Agreement that Association Representatives may, without loss of pay, with prior approval of their supervisor, process grievances. It is agreed to and understood by the parties to this Agreement that there shall not be more than twenty-five (25) representatives within the Bargaining Unit, as herein defined. The supervisor's approval shall not be unreasonably withheld. It is agreed to and understood that Association Representatives shall process grievances and conduct their other duties in such manner as to not disrupt normal County activities, work production and services. Distribution of Association literature shall not be done in work areas during work time.

Every effort will be made, by both the County and the Association, to allow Association Representatives to investigate grievances as rapidly as possible, preferably on the same date as the grievance becomes known and at least within twenty-four (24) hours. The investigation of a pending grievance or personal contact of employees during work time by Association

Representatives, or non-employee Association Business Representatives shall not be done without first receiving prior approval from an employee's supervisor. Approval shall not be unreasonably withheld.

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

ARTICLE 13 DISCIPLINARY ACTION

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

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

shall be given a minimum of seven (7) calendar days to ~~the charges made~~ prepare said response. ~~The employee's~~ This response must ~~become a part of the disciplinary action report and taken into consideration prior to~~ be presented before a discipline recommendation is made. After the recommendation is made, the employee's response must be taken into consideration before a final determination ~~being~~ is made.

Neither formal nor informal counseling is considered to be disciplinary action. An employee being presented a formal counseling may request a representative. The County agrees to provide the Association, at the time of the formal counseling session, a copy of the Record of Counseling and all supporting documentation. 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 seven (7) 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. Upon request of the employee, a Record of Counseling form shall be marked "no longer in effect" after two (2) years of good performance during which the employee has not been the subject of disciplinary action or further formal counseling.

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

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

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

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

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

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

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

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

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

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

C. The County will attempt to obtain the Hearing Examiner's recommendation within sixty (60) days of the Hearing Examiner's receipt of the transcript from the hearing. The County will not be held responsible for the failure of a Hearing Examiner to submit the appropriate recommendation to the County ~~Manager~~ Mayor or Mayor's designee. The Hearing Examiner's failure to comply with the provisions of Section 2-47 of the Code of Miami-Dade County shall not result in the employee's reinstatement, entitlement to any back pay, or otherwise invalidate the disciplinary action.

D. The County ~~Manager~~ Mayor or Mayor's designee will, upon receipt of the appropriate material from the Hearing Examiner, in cases of dismissal of a permanent employee, render a

timely decision in accordance with the provisions of Section 2-47 of the Code of Miami-Dade County. Should the County ~~Manager~~ Mayor or Mayor's designee be unable to render a timely decision, the concerned employee or the Association may request reinstatement to the payroll, for administrative purposes only, pending the County ~~Manager~~ Mayor or Mayor's designee's final decision.

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

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

F. The parties shall not initiate any exparte communications with either the Hearing Examiner or the County ~~Manager~~ Mayor or Mayor's designee for the purpose of influencing the final appeal decision. The Hearing Examiner's recommendation and the County ~~Manager~~ Mayor or Mayor's designee's final decision is to be based upon the entire record of the appeal hearing.

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

H. The Association will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary action of dismissals, suspensions and demotions by utilizing the arbitration procedure contained in Article 8 of this Agreement. The Association shall notify the Director of ~~Employee and~~ Labor ~~Relations~~ Management and Compensation in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action

of its decision on whether to exercise the option of appealing through the arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Association's choice between the arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change. In the case where the Association does not timely notify the County or chooses not to select the arbitration procedure, then the disciplinary appeal provisions under 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Association selects the option to appeal a demotion or suspension under the arbitration procedure then the provisions of 2-47 of the Code will not be applicable.

ARTICLE 14 PERFORMANCE EVALUATION AND APPEALS

1. The County shall retain the right to establish and administer a Performance Evaluation system to conduct annual performance evaluations of employees to appraise their productivity, effectiveness and compliance with the rules and regulations. The purpose of evaluations are to generally improve performance, to identify and recognize superior performance, to facilitate communication between supervisors and employees, and to provide timely and accurate information which may be used in making of personnel decisions related to employee performance.

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

3. The Human Resources Director, or equivalent position as determined by the County, will appoint a three person management level panel, none of whom shall be from the appealing party's department, to act as an informal fact finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The affected department has the right to have a representative present throughout the entire appeal hearing. The hearing shall be informal, a

transcript is not to be kept and there will no cross-examination. The employee representative may ask questions of County witnesses through the panel chairman. Questions shall also be addressed to employee witnesses by panel members through the chairman. The purpose of the panel's review is to (1) determine compliance with evaluation procedures, and (2) recommend whether the evaluation should be upheld and the reasons for this recommendation.

4. Within thirty (30) days following the hearing, the panel will submit a written report of their findings and decision to the Human Resources Director or equivalent position as determined by the County. 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, or equivalent position as determined by the County, will forward the panel's findings and decision to the appropriate department director for implementation.

ARTICLE 15 PROBATIONARY PERIOD

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

A performance evaluation must be completed and presented to an employee on or before the probationary period end date. Failure to do so will result in the employee attaining permanent status.

A bargaining unit employees whose position is re-titled, with no increase in pay, will not be required to serve a new probationary period.

ARTICLE 16 TRANSFERS WITHIN A DEPARTMENT

Employees may be transferred at the sole discretion of the County within a department. ~~Such transfers may be in lieu of or in conjunction with disciplinary action.~~ Transfers shall not be utilized in lieu of disciplinary action; however, transfers may be used in conjunction with a disciplinary action. It shall be the right of the Department to transfer employees for reasons that will improve the effectiveness or efficiency of the Department, in accordance with the provisions of this contract.

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

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

ARTICLE 17 LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS

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

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

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

Employees shall be laid-off within the County in accordance with seniority in the job classification ~~and all performance ratings on file~~, as provided in the County's Layoff Procedures Manual for Miami-Dade County, which the parties agree to revise, provided that this policy shall not go into effect until such time as each of the County's other unions agree to conduct layoffs on the same basis.

The County may require that employees bumping into a department as a result of a layoff related action satisfactorily demonstrate their proficiency to perform the essential functions of the new position within a reasonable period of time, not to exceed thirteen (13) pay periods, as determined by the concerned department director and approved by the Human Resources Department or equivalent. 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. Proficiency shall be defined as the knowledge, skills and abilities to perform the essential functions of the job and shall not apply to performance issues,

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

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

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

ARTICLE 18 ACTING APPOINTMENTS

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

An acting appointment will be for an initial period of not more than six (6) months (13 pay periods). However, this initial time period may be extended for up to an additional six (6) months when the Department requests such extension from the Human Resources Department or equivalent position as determined by the County. The Association will be advised by the

concerned Department of a requested extension prior to a final determination by the Human Resources Department or equivalent position as determined by the County.

ARTICLE 19 WORK IN HIGHER CLASSIFICATION

An employee who is specifically authorized and assigned by a Department Director or his or her designee to temporarily assume the duties of a higher pay status classification, that is an established budgeted position currently on the Department's table of organization, for more than five (5) consecutive work days will receive a one (1) pay step increase for all consecutive hours worked in the higher classification. The maximum out of class compensation shall be limited to ~~seven~~ thirteen (~~7~~ 13) pay periods unless specifically approved by the Department Director and the Human Resources Department or equivalent position as determined by the County.

ARTICLE 20 SICK LEAVE

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

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

3. The portion of a full-time employee's first six (6) days that are unused at the end of the employee's leave year shall be added to the employee's annual leave; the balance shall be deposited in the employee's sick bank. Bargaining Unit employees with 20 or more years of >>continuous<< service may, upon written request, receive payment for the sick leave hours that qualify to be converted to annual leave each year.

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

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

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

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

ARTICLE 21 ANNUAL LEAVE

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

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

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

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

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

ARTICLE 22 BEREAVEMENT LEAVE AND EMERGENCY SICK LEAVE

Full-time employees will be granted ~~three (3)~~ five (5) days of bereavement leave with pay in the event of a death in the immediate family, as provided in the County's Leave Manual.

For life-threatening illnesses in the immediate family as defined in the County's Leave Manual, employees will be entitled to ~~three (3)~~ five (5) days off per year chargeable from the employee's sick leave accrual.

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

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

ARTICLE 23 DISABILITY LEAVE

Eligible bargaining unit employees shall be entitled to short-term disability leave benefits in accordance with coverage provided by the Miami-Dade County Code except that payment for disability leave for all bargaining unit employees hired after May 1, 1979 shall be 80% of

employee's salary less all Worker's Compensation weekly indemnity payments. In the event the parties reopen the contract on any economic issues, the County shall have the right to reopen this Agreement to discuss issues and changes related to the County's Service Connected Disability Program under Section 2.56 of the Miami-Dade County Code.

ARTICLE 24 MILITARY LEAVE

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

ARTICLE 25 DEATH BENEFIT

When a full-time employee dies and it has been determined that his/her 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 one pay period ~~two (2) weeks normal~~ regular pay.

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

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

ARTICLE 26 LEAVE WITH PAY

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

1. Seven (7) employees will be permitted, when necessary, to participate in collective bargaining negotiations with the County. These employees shall be designated in writing to the Department Director and the Director of ~~Employee and~~ Labor ~~Relations~~

Management and Compensation for the County and the Public Health Trust. The employee shall give reasonable notice to their supervisor. Such time spent at Collective Bargaining negotiations will be considered as time worked.

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

3. Administrative Leave shall be granted to employees to take County Civil Service exams and to appear for job interviews in connection therewith as well as for job interviews related to positions not filled through competitive examination.

4. The Association President and two (2) additional County bargaining unit employees will be released from duty with pay to administer this Agreement. Effective the beginning of the first pay period immediately following ratification and approval of this Agreement by the Board of County Commissioners, one (1), additional County bargaining unit employee, designated in writing by the Association President to the Director of Labor ~~Relations~~ Management and Compensation and concerned department director, will be released from duty with pay to administer this Agreement. This leave with pay benefit is also provided for in the Government Supervisors Association of Florida/OPEIU, Local 100-Supervisory Employees Collective Bargaining Agreement and is not meant to be duplicated.

ARTICLE 27 LEAVE OF ABSENCE WITHOUT PAY

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

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

ARTICLE 28 HOLIDAYS

1. Except as set forth in section 8 of this Article, the following days shall be considered paid holidays for eligible full-time employees.

New Year's Day	Veteran's Day
M. L. King's Birthday	Thanksgiving
Presidents' Day	Friday After
Memorial Day	Thanksgiving
Independence Day	Christmas Day
Labor Day	Employee's Birthday
Columbus Day	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. This Birthday Holiday must be used within six (6) months from the date of the birthday and is not compensable.

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

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

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

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

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

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

8. Upon ratification of this agreement, and only through September 30, 2014, the Union, on behalf of all Bargaining Unit members, has elected to suspend pay for the following six (6) holidays:

FY 2011-12	FY 2012-13	FY 2013-14
Christmas Day	Columbus Day	Columbus Day
Martin Luther King, Jr.'s Birthday	Thanksgiving Day	Thanksgiving Day
President's Day	Christmas Day	Christmas Day
Memorial Day	President's Day	President's Day
Independence Day	Memorial Day	Memorial Day
Labor Day	Independence Day	Independence Day

These holidays shall be designated as unpaid furlough days. The Union agrees that work on a designated furlough day must be authorized in advance by the Department Director or designee. In the event that an employee is scheduled to work on a designated furlough day, and the employee is absent, the absence on the day will be treated as an unpaid furlough day and "unauthorized" until appropriate documentation or explanation is provided to substantiate the absence.

9. In addition to the six (6) County holidays, which will be defined as furlough days, employees in the Bargaining Unit will be required to take (at the mutual convenience of the employee and the department), two (2) unpaid furlough days during each year of this Agreement.

During the week of a designated furlough day, job basis employees shall be compensated in accordance with Fair Labor Standards Act (FLSA) guidelines, wherein overtime shall be calculated for any work performed in excess of forty (40) hours within the scheduled work week.

10. Employees who work a full shift on the day the County observes the Independence Day, Thanksgiving, and/or Christmas Holidays, shall earn Administrative Leave time equal to

the amount of hours worked to be used at the mutual convenience of the employee and the Department and in accordance with the County's Leave Manual and Departmental Standard Operating Procedures (DSOP). Any Administrative Leave hours earned under this provision may only be used within twelve months after they are earned.

11. Effective September 30, 2014, all provisions of Section 8, 9 and 10 shall expire and all holidays listed in Section 1 shall be reinstated.

ARTICLE 29 HOLIDAY PREMIUM PAY AND LEAVE

1. Except as set forth in section 9 of this Article, 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 work days that immediately precede and immediately follow the day on which the holiday is observed.

2. Holiday Leave can be accrued to a maximum of ~~200~~ 240 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 employee's current pay rate at separation (except that night shift differential shall not be included in determining pay rate).

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

5. Non job-basis employees who work on a holiday which falls on a regularly scheduled day off shall receive twelve (12) hours Holiday Leave and time and one-half (1 1/2) for all hours worked in excess of forty (40) during that week. An employee required to work under these circumstances will be paid for at least four (4) hours regardless of 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 Section 5, above, and then (10) hours of Holiday Leave under Section 6, above.

9. The provisions of Article 29 shall be suspended for all holidays designated as unpaid furlough days pursuant to Article 28, Sections 8, 9, and 10. Consistent with the provisions of Article 28, Section 11, the suspension provided for in this section shall expire on September 30, 2014.

ARTICLE 30 OVERTIME COMPENSATION

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

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

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

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

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

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

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

ARTICLE 31 WORK SCHEDULING

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

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

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

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

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

ARTICLE 32 EMERGENCY ACTION

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

ARTICLE 33 ENTRANCE PAY RATES

For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. For employees who are hired after ratification of this agreement, progression from the entrance level pay of step 1 to step 2 shall be one (1) year (26 pay periods) based upon satisfactory or above satisfactory job performance. ~~In the event merit increases are eliminated, suspended or adjusted for any period of time during the term of this Agreement as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes, for all other Miami-Dade County bargaining units, excluding all Public Health Trust units, such elimination, suspension or adjustment shall apply to all employees within the bargaining unit covered by this Agreement. In such event, progression from any one pay step to the next pay step shall cease, be suspended or adjusted, as the case may be.~~

The County shall have the authority to approve intermediate pay requests for original appointments of new hires based upon relevant experience in accordance with County compensation procedures.

ARTICLE 34 WAGES

~~First Year~~ 2008 – ~~2009~~ 2011-12

~~Effective the beginning of the last pay period in September 2009, all employees in bargaining unit classifications shall receive the most favorable wage adjustment, whether positive, negative or none, received by any other Miami-Dade County bargaining unit, excluding all Public Health Trust units, for the comparable 2008 to 2009 fiscal year, whether as a result of collective bargaining agreement or as a result of impasse resolution by the Board of County Commissioners pursuant to Chapter 447 of the Florida Statutes.~~ All employees in bargaining unit classifications shall be required to contribute five percent (5%) of base wages from the time of ratification toward the County's cost of health care. This provision shall supersede any conflicting provision of Article 38, "Group Health Insurance". The deduction shall be in pre-tax dollars to the extent allowable by law. In addition, the parties agree to submit to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the parties' impasse, the issue of whether employees shall be required to contribute an additional amount, not to exceed five percent (5%) of their base wages, towards the County's cost of health care, effective upon the ratification of this agreement.

~~Second Year 2009 – 2010~~ 2012-13

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

~~Third Year 2010 – 2011~~ 2013-14

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

Effective January 1, 2014, the monies comprising the health care contribution shall be reinstated to the employees' pay, provided however, that the County shall have the right to reopen this provision of the Collective Bargaining Agreement, in advance, for the purposes of negotiating whether these or similar reductions will be continued. In the event that the County

chooses to reopen this provision and the parties are unable to reach an agreement, the dispute shall be submitted to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

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

ARTICLE 35 BACK PAY

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

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

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

ARTICLE 36 NIGHT SHIFT PAY DIFFERENTIAL

Employees assigned to work shifts which have the major portion of the scheduled hours of work occurring between the shift hours of 6:00 p.m. and 6:00 a.m. shall be entitled to receive a differential of two (2) pay steps for the entire work shift. Effective upon ratification of this agreement, the two (2) pay step differential shall be reduced to one (1) pay step. Non-job basis employees assigned to daytime shifts, who work ~~on an overtime basis~~ into the time period stated above, will ~~receive the standard time and one-half overtime rate~~ be paid in accordance with Article 30, but not the night shift premium rate. Employees assigned to work shifts which are equally divided before and after 6:00 p.m. will be entitled to receive a pay differential of one (1) pay step for the entire work shift.

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

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

Either party shall have the right to reopen this Article to negotiate whether the reductions of the Night Shift Pay Differential supplement as set forth in this Article will be continued in the third year of the Agreement (Fiscal Year 2013-14) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. In the event that the parties are unable to reach an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State law.

ARTICLE 37 TIME IN GRADE PROVISION

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

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

ARTICLE 38 GROUP HEALTH INSURANCE

The County's contribution for group health insurance shall not exceed the amount it contributes toward single employee coverage and no contribution shall be made for dependent coverage. Dependent care coverage shall be consistent with state and federal legislative eligibility requirements.

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

The parties agree that bargaining unit employees will be offered the opportunity to participate in the County's Flexible Benefits Program pursuant to law and in accordance with all rules, regulations, and procedures pertaining thereto prescribed by the employer and the Internal Revenue Code. The County shall advise the Association of new developments in flexible benefit programs offered to bargaining unit employees. The Association will be given the opportunity to provide written endorsement of this program to bargaining unit employees.

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

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

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

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

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

Effective upon ratification of this Agreement, the County's contributions to the Flexible Benefits Plan, as referenced in paragraphs 2, 3 and 4 of this Article shall be suspended through September 30, 2014 and thereafter be reinstated.

With the exception of legislatively mandated changes to health benefits, the County and the Union shall reopen this Agreement to discuss the redesign of the County's health plan for plan year 2013. Union participation shall be obtained to discuss health plan provisions and benefits, prior to establishing premium contributions.

The County agrees that 2011 calendar year group health insurance premium rates shall remain in effect for the 2012 calendar year.

ARTICLE 39 CALL BACK

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

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

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

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

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

ARTICLE 40 JOB BASIS

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

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

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

performed in excess of their normal work schedule, employees in job-basis position classifications will be eligible to receive the following:

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

Effective upon ratification of this agreement, the accrual of administrative leave as provided by Article 40, Job Basis, shall be suspended through September 30, 2014 and thereafter be reinstated.

ARTICLE 41 EXEMPT STATUS EMPLOYEES

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

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

ARTICLE 42 LONGEVITY BONUS

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

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

Years of Completed Full-time Continuous Percentage Payment County Service	Percentage Payment of Base Salary
15	1.5%
16	1.6%
17	1.7%
18	1.8%
19	1.9%
20	2.0%
21	2.1%
22	2.2%
23	2.3%
24	2.4%
25	2.5%
26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

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

ARTICLE 43 MILEAGE PAYMENT

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

ARTICLE 44 SAFE DRIVER AWARDS

Employees in bargaining unit classifications who spend more than 50% of their work time driving County vehicles will be eligible to receive Safe Driving Awards. For each year that the employee completes without a preventable accident the employee shall receive a pin stating the

number of consecutive years of safe driving. After the employee has completed five (5) consecutive years without a preventable accident, that are subsequent to the ratification of this Agreement, and each consecutive year thereafter the employee will receive an award of $5.00 per year. Should an employee have a preventable accident, the employee shall begin to accumulate consecutive years of safe driving the first day after the accident occurred.

ARTICLE 45 VOTING

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

CONDITIONS

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

Effective upon ratification of this agreement, the provisions of this article shall be suspended through September 30, 2014 and thereafter be reinstated.

ARTICLE 46 BULLETIN BOARDS

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

ARTICLE 47 SERVICES TO THE ASSOCIATION

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

1. Names, addresses, status codes, and classification titles.

2. List of employees by occupation.

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

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

The County shall notify the Association of scheduled New Employee Orientation sessions and allow the Association to set up a table in the lobby of the building wherein the orientation is scheduled, on the day of the orientations. The Association will limit their activities only to the distribution of informational material.

ARTICLE 48 SAFETY AND HEALTH

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

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

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

ARTICLE 49 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

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

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

3. These rights and powers include, but are not limited to, the authority to:
   a. Determine the missions and objectives of the County.
   b. Determine the methods, means and number of personnel needed to carry out Departmental responsibilities;
   c. Take such actions as may be necessary to carry out services during emergencies;
   d. Direct the work of the employee, determine the amount and type of work needed, and in accordance with such determination relieve employees from duty because of lack of funds or lack of work;
   e. Discipline or discharge classified service employees for just cause in accordance with applicable sections of the Miami-Dade County Code, Personnel Rules and Administrative Order;
   f. The right to make rules and regulations;
   g. Schedule operations and shifts;
   h. Introduce new or improved methods, operations and facilities;
   i. Hire, examine, classify, promote, train, transfer and assign employees;
   j. Schedule and assign overtime work as required;

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

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

ARTICLE 50 TOXICOLOGY AND ALCOHOL TESTING

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

The Department(s) shall have authority to require employees to submit to toxicology and alcohol testing designed to detect the presence of any controlled substance, narcotic drug, or alcohol. The Department(s) agree that requiring employees to submit to testing of this nature shall be limited to circumstances that indicate reasonable grounds to suspect that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of the Miami-Dade County Personnel Rules or Departmental Rules and Regulations regarding the use of such substances. Employees reasonably believed to suffer from substance abuse may be referred, at the Department's discretion, to the Employee Support Services Section or the County's Substance Abuse Professional. An employee who voluntarily seeks assistance for substance abuse may not be disciplined for seeking assistance. However, voluntary participation in a substance abuse program shall not preclude discipline for the employee should job performance or employee conduct issues arise.

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

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

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

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

ARTICLE 51 PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS

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

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

Based upon the results of such examinations, and other relevant information, the Department Director or equivalent position as determined by the County, may place the employee on either paid or unpaid Compulsory Leave in accordance with the provisions of the Miami-Dade County Leave Manual until such time as the Department is satisfied that the employee can return to work. The Department may require the employee or attending physician to furnish additional pertinent medical reports or information deemed necessary while the employee is on Compulsory Leave. The period of Compulsory Leave shall not exceed one (1) year. Should the condition be corrected and so certified by the attending physician or psychologist, the employee may petition the Department for reinstatement. If the employee's petition for reinstatement is denied by the Department, disciplinary action must be initiated by the Department in accordance with the Miami-Dade County Personnel Rules. Nothing in the provision of this article shall prevent the concerned Department from administering appropriate disciplinary action in accordance with the Miami-Dade County Personnel Rules and this Collective Bargaining Agreement.

ARTICLE 52 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

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

ARTICLE 53 PREVAILING BENEFITS

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

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

ARTICLE 54 VEHICLES

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

ARTICLE 55 SEVERABILITY CLAUSE

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

ARTICLE 56 STRIKES AND LOCKOUTS

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

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

It is recognized by the parties that the County is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Article would give rise to irreparable damage to the County and to the public at large. Accordingly, it is

understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by the law. In the event of a strike, work stoppage or interference with the operation and accomplishment of the mission of the County, the Association shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

ARTICLE 57 SPECIAL WAGE PROVISIONS

Full-time bargaining unit employees will be eligible to receive a $50.00 biweekly pay supplement. Effective upon ratification of this agreement, the $50 biweekly pay supplement shall be suspended through September 30, 2014 and thereafter be reinstated.

Effective upon ratification of this agreement, the Head Start Pay supplement for eligible employees, as set forth in the County Pay Plan, shall be suspended as follows:

- Suspension of one (1) pay step for employees receiving the supplement associated with the National Child Development Association certification;
- Suspension of three (3) pay steps for employees receiving the supplement associated with the Professional Florida Educators certification.

Either party shall have the right to reopen this Article to negotiate whether the reductions of the Head Start Pay supplements as set forth in this Article will be continued in the third year of the Agreement (Fiscal Year 2013-14) by scheduling negotiations beginning on June 4, 2013 and continuing through July 8, 2013. In the event that the parties are unable to reach an agreement beforehand, the dispute shall be submitted to the County Commission at the second regular meeting in July 2013, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State law.

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

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

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

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

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

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

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

ARTICLE 58 TERM OF AGREEMENT AND REOPENING

The collective bargaining agreement between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU Local 100 - Professional Employees, shall be effective October 1, 2008~~11~~ and continue until September 30, 2011~~14~~.

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

In the event that during the term of this Agreement (October 1, 2008 ~~11~~ to September 30, 2011 ~~14~~) another County collective bargaining unit successfully negotiates an across the board

wage increase which is effective during the term of this Agreement and is greater than the wage increase provided for under Article 34 Wages, the Association will have the right to request the reopening of negotiations with respect to Article 34 Wages only.

The County has the right to reopen 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~~ April 1, 20~~11~~14, and not later than ~~June~~ May ~~30~~ 31, 20~~11~~14, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, ~~2011~~14 . If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 20~~11~~14 through September 30, 20~~12~~15.

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This Agreement signed this_____ day of _____, 20~~09~~11.

For The Government Supervisors Association
OPEIU, Local 100 – Professional Unit

For Miami-Dade County

_____
Greg Blackman, President

_____
Carlos A. Gimenez, Mayor

_____
Otto Castillo, Vice President

_____
Edward Marquez, Deputy Mayor

_____
Witness

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Mary Lou Rizzo, Director, Human Resources Division

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Witness

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APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

OCCUPATIONAL TITLE	OCC. CODE NUMBER
ADMINISTRATIVE OFFICER 1	000810
ADMINISTRATIVE OFFICER 2	000811
ADULT CENTER MANAGER	**003218**
ADVERTISING SERVICES SUPERVISOR	**001378**
AIRPORT ENGINEER	005282
~~AIRPORT NOISE ABATEMENT OFFICER~~	~~005253~~
AIRPORT PROTOCOL OFFICER	005360
AIRPORT PROTOCOL REPRESENTIVE	**005363**
AIRPORT REVENUE CONTROL ANALYST 1	005237
AIRPORT REVENUE CONTROL ANALYST 2	005238
*** ANIMAL SERVICES CITATION SPECIALIST**	**9142**
ANIMAL SERVICES ADOPTION & VOLUNTEER COORDINATOR	**001145**
ANIMAL SERVICES HUMANE EDUCATION COORDINATOR	**001160**
~~ANIMAL SERVICES TRAINING OFFICER~~	~~005360~~
ARCHITECT 1	001032
ARCHITECT 2	001033
ART COLLECTION SPECIALIST	**008965**
***ARRA CONTRACTS COMPLIANCE OFFICER**	**9015**
ART EDUCATION & COMMUNITY OUTREACH COORDINATOR	**008908**
ASSISTANT CENTERS DIRECTOR	**003734**
ASSISTANT LIBRARY CURATOR	**007131**
ASSISTANT SEAPORT OPERATIONS CHIEF	**001460**
AVIATION BUSINESS SYSTEMS SPECIALIST	**005240**
AVIATION CUSTOMER SERVICE REPRESENTATIVE	005206
AVIATION JUNIOR PLANNER	005283
AVIATION MAINTENANCE SAFETY TRAINING ADMINISTRATOR	005227
AVIATION MARKETING SPECIALIST	005234
AVIATION PLANNER	005284
AVIATION PROPERTY MANAGER 1	005210
AVIATION PROPERTY MANAGER 2	005211
AVIATION SENIOR INFRASTRUCTURE SYSTEM ENGINEER	**005349**
AVIATION SUPPORT COMPLIANCE COORDINATOR	**005315**

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AVIATION VOLUNTEER INFORMATION PROGRAM COORDINATOR	**005251**
BIOLOGIST 1	001530
BIOLOGIST 2	001531
BUILDING PLANS PROCESSOR	002167
BNC SUPPORT COMPLIANCE SPECIALIST	**002244**
BUILDING MAINTENANCE SYSTEMS PROJECT COORDINATOR	**009212**
BUSINESS DEVELOPMENT SPECIALIST 1	**003676**
BUSINESS DEVELOPMENT SPECIALIST 2	003677
C&R HEALTH & WELFARE COUNSELOR	**004563**
C&R PRE-TRIAL SERV OFFICER 1	004541
C&R PRE-TRIAL SERV OFFICER 2	004542
CAA HEADSTART INFANT & TODDLER COORDINATOR	**003744**
CAA MONITORING SPECIALIST	**003749**
~~CAA NUTRITION SERVICES SUPERVISOR~~	~~003755~~
CAA SOCIAL SERVICES SPECIALIST	**003715**
CADD SPECIALIST	**001025**
~~CARGO SYSTEM OFFICER~~	~~005246~~
CAUSEWAY MANAGER	001289
CHEMIST 1	001525
CHEMIST 2	001526
~~CHILD CARE PROGRAM SPECIALIST~~	~~003228~~
~~CHILD CARE PROGRAM SUPERVISOR~~	~~003230~~
CHILD CARE TRAINING SPECIALIST	003226
CHILD DEVELOPMENT QUALITY ASSURANCE ANALYST	003233
CHILD DEVELOPMENT QUALITY ASSURANCE SUPERVISOR	003234
CLINICAL REHABILITATION SERVICES COUNSELOR	003054
CLINICAL SOCIAL WORKER	003112
***COMMUNITY ADVOCACY PROGRAM OFFICER 1**	**3384**
COMMUNITY PLANNER	003622
~~COMMUNITY RESOURCE SPECIALIST 1~~	~~003566~~
~~COMMUNITY RESOURCE SPECIALIST 2~~	~~003567~~
COMPUTER SERVICES MANAGER	001847
CONSTRUCTION SPECIFIC WRITER	**001026**
CONTRACTS MONITORING & MANAGEMENT SUPERVISOR	003630
CONTRACTS OFFICER	003820

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CONVENTION/TOURIST TAX EXAMINER 1	000337
CONVENTION/TOURIST TAX EXAMINER 2	000338
CORRECTIONAL COUNSELOR 1	004523
CORRECTIONAL COUNSELOR 2	004524
COURT IT PROJECT MANAGER	**009259**
COURTS SENIOR PROCUREMENT OFFICER	**004012**
CURATOR ORCHIDS & GARDENS	**007643**
CURRICULUM SPECIALIST	**003710**
DATA SECURITY ANALYST	001855
DEERING ESTATE NATURAL RESOURCES PROGRAM MANAGER	007351
DEERING ESTATE BUSINESS MANAGER	**007350**
DEERING ESTATE EXHIBITS & COLLECTION COORDINATOR	**007276**
DEERING ESTATE LEARN PROGRAM MANAGER	**007291**
DEPARTMENT RECORDS SUPERVISOR	**000809**
DERM RISK ASSESSOR	**001560**
DHS INSTRUCTOR	**003240**
DIETITIAN 2	**002839**
DISABILITY PROGRAM ADMINISTRATOR	**001926**
DISABLED SERVICES SPECIALIST	003214
EDUCATION SPECIALIST	**003713**
~~ELDERLY SERVICES COMMUNITY SPECIALIST~~	~~002830~~
ELECTIONS PROCEDURES COORDINATOR	**002408**
ELECTIONS PROCEDURES SPECIALIST	**002403**
ELECTRICAL PLANS PROCESSOR	**002168**
EMD QUALITY ASSURANCE SPECIALIST 1	**004143**
***EMERGENCY MANAGEMENT SPECIALIST**	**009341**
EMPLOYEE DEVELOPMENT SPECIALIST 1	000440
EMPLOYEE DEVELOPMENT SPECIALIST 2	000442
ENGINEER 1	001020
ENGINEER 2	001021
ENTOMOLOGIST	001257
ENVIRONMENTAL ANALYST	001556
ENVIRONMENTAL CODE ENFORCEMENT OFFICER 1	001547
ENVIRONMENTAL CODE ENFORCEMENT OFFICER 2	001548
ENVIRONMENTAL RESOURCES PROJECT SUPERVISOR	001554

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ETSD INFRASTRUCTURE SYSTEMS ENGINEER	**001744**
ETSD RADIO SYSTEMS MANAGER	**001739**
ETSD SENIOR INFRASTRUCTURE ENGINEER	**001746**
EXERCISE PHYSIOLOGIST	**004153**
EZ GRANTS AND LOAN ADMINISTRATOR	**003633**
~~FIELD TEST ENGINEER/MDTA~~	~~008358~~
FILM & ENTERTAINMENT PERMIT COORDINTOR	**007804**
~~FILM LIBRIAN~~	~~007116~~
~~FINANCE INFORMATION SYSTEM SUPERVISOR~~	~~000320~~
FIRE CODE COMPLIANCE ADMINISTRATOR	**004164**
~~FIRE SAFETY SPECIALIST 2~~	~~004135~~
~~FLEET MANAGEMENT TRAINING SPECIALIST~~	~~006135~~
GENERAL AVIATION DEVELOPMENT COORDINATOR	**005231**
GIC INTERN	**009366**
GROUP INSURANCE SPECIALIST	**001953**
GSA PROJECT COST & SCHEDULING SPECIALIST	**006423**
HCD GRANTS COMPLIANCE SPECIALIST	**003663**
HEADSTART EARLY EXPANSION SPECIALIST	003765
HOUSING-EMPLOYMENT COMPLIANCE OFFICER	003338
HYDROGEOLOGIST 1	001520
HYDROGEOLOGIST 2	001521
INCLUSION ASSESSMENT WORKER	**003067**
INCLUSION/ASSESSMENT SPECIALST	**003070**
INFORMATION REPRESENTATIVE	002305
JOB DEVELOPER	003806
JOB TRAINING SPECIALIST	003814
JSD GRANTS & FISCAL SPECIALIST	009090
JUNIOR PLANNER	002007
JUVENILE ASSESSMENT COUNSELOR	**004396**
JUVENILE ASSESSMENT SUPERVISOR	**004399**
JUVENILE ASSESSMENT COUNSELOR SUPERVISOR 1	**004397**
JUVENILE SERVICES SPECIALIST	003178
LANDSCAPE ARCHITECT 1	007357
LANDSCAPE ARCHITECT 2	007358
LIBRARIAN 1	007151

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LIBRARIAN 2	007152
LIBRARY EXHIBITION SPECIALIST	**007109**
MANAGER MDT TREASURY SERVICES	**008347**
MATERIALS MANAGEMENT SUPERVISOR	000233
MDFR INFECTION CONTROL SPECIALIST	004150
MDFR TRAINING & DEVELOPMENT SPECIALIST	009228
MDPD ANALYTICAL MANAGER	**004347**
MDPD INTELLIGENCE ANALYST	**004252**
MDPHA COMPLIANCE MANAGER	**003543**
MDPHA COMPLIANCE OFFICER	003473
***MDPHA FAC & DEV. CONTROL COORDINATOR**	**9137**
MDPHA WAITING LIST SPECIALIST	**003430**
MDT FIELD TEST ENGINEER	008358
MDT LOSS PREVENTION COORDINATOR	**008259**
MDT LOSS PREVENTION REPRESENTATIVE	**008258**
MDT PROPERTY MANAGEMENT SUPERVISOR	**008266**
MECHANICAL PLANS PROCESSOR	**002169**
MENTAL HEALTH ASSESSMENT SPECIALIST	**003183**
MUSEUM CURATOR	**007645**
NEIGHBORHOOD SERVICES CENTER DIRECTOR	003065
OCCUPATION HEALTH SPECIALIST	004151
OCCUPATION HEALTH & SAFETY SUPERVISOR	004154
P&R ARTS & CULTURE PROGRAM SPEC	**7315**
P&R DESIGN AND ADVERTISING SPECIALIST	009560
P&R MARKETING SPECIALIST	009562
PARK PLANNER 1	**007285**
PARK PLANNER 2	**007286**
PARK PLANNER 3	**007287**
PARK PLANNING SECTION SUPERVISOR	**007288**
PARK SERVICE OFFICER 1	**007347**
PARK SERVICE OFFICER 2	007348
PEST CONTROL MANAGER	006462
PLANNING SECTION SUPERVISOR	002012
PLUMBING PLANS PROCESSOR	**002170**
POLICE FINANCIAL INVESTIGATOR	004361

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POLICE PLANNER 1	004274
PROCUREMENT TECHNICAL SPECIALIST	**000178**
PROJECT COST & SCHEDULING SPECIALIST	**001041**
PROPERTY CONTROL OFFICER	**000226**
PSYCHOLOGICAL SPECIALIST 2	**003077**
PUBLIC EDUCATION COORDINATOR	**004157**
PWD SECTION COORDINATOR	**001044**
PWD TRAFFIC CONCURRENCY COORD	**001099**
QUALITY ASSURANCE ENGINEER 1	**000886**
RECREATION SPECIALIST 1	007303
RECREATION STRATEGIC PLANNER	**007309**
RECREATION THERAPIST 1	**002816**
RECREATION THERAPIST 2	**002817**
RECYCLING SPECIALIST	**006334**
REHAB SERVICES COUNSELOR 2	003050
REHAB SERVICES SUPERVISOR	003060
REVENUE & PRODUCTIVITY ANALYST 1	**000343**
REVENUE & PRODUCTIVITY ANAYLST 2	**000344**
RISK MANAGEMENT APPRAISER	**001913**
RISK MANAGEMENT SPECIALIST	001973
ROAD CONSTRUCTION ENGINEER	001043
ROOF PLANS PROCESSOR	**002172**
RSVP COORDINATOR	003019
SAFETY SPECIALIST 1	001964
SBD PROFESSIONAL SERVICES SPECIALIST	**003666**
SBD SENIOR PROFESSIONAL SERVICES SPECIALIST	**003667**
SCHOOL READINESS MANAGER	**009290**
***SCHOOL READINESS POL & COMP MGR**	**3089**
SCHOOL READINESS SUPERVISOR	003088
SEAPORT CUSTOMER INFORMATION SPECIALIST	**001340**
SEAPORT PROPERTY MANAGER	**001327**
SENIOR EMPLOYEE BENEFITS SPECIALIST	001937
SENIOR PLANNER	002008
SFWIB ADA COORDINATOR	**003833**
SFWIB CONTRACTS COMPLIANCE OFFICER	**003821**

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SFWIB EMPLOYEE REPRESENTATIVE	**003828**
SFWIB MARKETING SPECIALIST	**003888**
SFWIB OPERATIONS SPECIALIST	**003838**
SFWIB POLICY COORDINATOR	**003832**
SMART PROGRAM COORDINATOR	**007119**
SOCIAL SERVICES REPORT SPECIALIST	003175
SOCIAL SERVICES SUPERVISOR 1	003009
SOCIAL WORKER 1	003006
SOCIAL WORKER 2	003007
SOCIAL WORKER 2	003008
SUBSTANCE ABUSE PREVENTION SPECIALIST 1	003236
***SUMMER FOOD SRV PRG SUPERVISOR**	**9068**
SWM COMPLIANCE SPECIALIST 1	006321
SWM COMPLIANCE SPECIALIST 2	006322
SWM CREDIT & COLLECTION MANAGER	**006344**
SWM ENVIRONMENTAL AFFAIRS MANAGER	**006363**
SWM PLANNER	**006364**
SWM RECYCLING MANAGER	**006342**
SWM SERVICE COMPLAINT COODINATOR	**006345**
TEACHER	003709
TECHNICAL SERVICES PLANNER /SCHEDULER	006466
TECHNICAL TRAINING SPECIALIST 1	001862
TECHNICAL TRAINING SPECIALIST 2	001863
TENNIS FACILITY MANAGER	**007353**
TRAFFIC CONTROL STANDARDS & SPECIFICATION COORDINATOR	**001097**
TRAFFIC ENGINEER 1	001094
TRAFFIC ENGINEER 2	001095
TRAFFIC SIGNAL DESIGN ADMINISTRATOR	**001234**
TRAINING SPECIALIST 1	000420
TRAINING SPECIALIST 2	000422
TRAINING SPECIALIST 3	000424
TRANSFER STATION SUPERINTENDENT	006339
TRANSIT SAFETY OFFICER	008207
TRANSIT CONTRACTS COMPLIANCE OFFICER	008232
UTILITY DAMAGES INVESTIGATOR	005936

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***VICTIM CRIME ACT (VOCA) SPECIALIST**	**9430**
VICTIM SERVICES SUPERVISOR	**003173**
VIZCAYA SPECIAL EVENT COORDINATOR	**007615**
VIZCAYA VOLUNTEER GUIDE COORDINATOR	**009263**
W & S ENVIRONMENTAL CHEMIST 1	**005926**
W & S ENVIRONMENTAL CHEMIST 2	**005927**
W&S BUSINESS PROCESS SPECIALIST	**005740**
W&S BUSINESS PROCESS SENIOR SPECIALIST	**005741**
W&S EMP SAFETY & DEVELOPMENT INST	005902
W&S ENERGY MANAGEMENT COORDINATOR	**005898**
W&S ENGINEERING COST & SCHEDULING SPECIALIST	**005536**
W&S GEOGRAPHICAL INFORMATION SPECIALIST	**005662**
W&S LIABILITY CLAIMS ADMINISTRATOR	**005934**
W&S MAINTENANCE PLANNER/SCHEDULER	005965
W&S MICROBIOLOGIST	005925
W&S RATE ANALYST	005932
W&S SENIOR MICROBIOLOGIST	009083
***ZONING SERV PLANS PROC JR ANALYST**	**9221**
ZOO GRAPHICS & EXHIBITRY MANAGER	**007432**
***ZOO GROUP SALES & EVENTS MANAGER**	**7453**

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ATTACHMENT 2

GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 PROFESSIONAL EMPLOYEES UNIT

TERMS OF AGREEMENT	Impact
Check Off (Article 6) • The County will provide a second payroll deduction for the Union's Voice of the Electorate (Vote) fund.	Services to the Union
Grievance Procedure (Article 7) • Increased time intervals from seven (7) days to ten (10) days to process grievances.	Allows additional time to resolve grievances
Classification Appeal (Article 9) • The County will notify and confer with the Union when reclassifying a filled or unfilled bargaining unit classification outside of the bargaining unit.	Supports community of interest within bargaining unit
Disciplinary Action (Article 13) • The employee will receive a minimum of forty-eight (48) hours written notification prior to the scheduled session for disciplinary action presentation. • The employee and the Union will be provided with a copy of the Disciplinary Action Report (DAR) and all supporting documentation at the presentation meeting. • The employee will be given seven (7) calendar days to respond verbally or in writing to the discipline charges. The employee's response will be considered before the final determination is made. • The employee and the Union will be provided with a copy of the formal Record of Counseling (ROC) and all supporting documentation at the presentation meeting. • The employee shall be given seven (7) calendar days to respond in writing to the ROC. The employee's response will be considered before the ROC is placed in the employee's file.	Clarifies current practices and ensures employee due process
Transfers Within a Department (Article 16) • A transfer will not be utilized in lieu of disciplinary action. • A transfer may be used in conjunction with a disciplinary action	Reduces Grievances
Layoffs, Recall and Reemployment Rights (Article 17) • Employees will be laid-off in accordance with layoff retention scores based upon seniority in the job classification as provided in the Layoff Procedures Manual, which the parties agree to revise provided that this policy will not go into effect until such time as each of the County's other unions agree to conduct layoffs on the same basis.	Change to Layoff Calculation
Work in Higher Classification (Article 19) • The maximum out of class compensation will be limited to thirteen (13) pay periods unless otherwise mutually agreed to by the parties.	Efficiency

ATTACHMENT 2

GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 PROFESSIONAL EMPLOYEES UNIT

TERMS OF AGREEMENT	Impact
Sick Leave (Article 20) • Employees with twenty (20) or more years of continuous service may receive payment for the unused portion of the first six (6) days of sick leave hours that qualify to be converted to annual leave each year.	Current language from a Memorandum of Understanding modifying the 2008-11 Agreement
Disability Leave (Article 23) • In the event the parties reopen the Agreement on any economic issues, the County will have the right to discuss issues and changes related to the County's Service Connected Disability Program under Section 2.56 of the Miami-Dade County Code.	Future Efficiency
Leave With Pay (Article 26) ▪ One (1) additional bargaining unit employee to be released from duty with pay to administer the Agreement. ▪ This leave with pay benefit is also provided for in the Government Supervisors Association of Florida/OPEIU, Local 100 Supervisory Employees Collective Bargaining Agreement and is not meant to be duplicated.	Assistance to Union
Holidays (Article 28) • All Bargaining Unit members have elected to suspend pay for six (6) holidays through September 30, 2014. These holidays are defined as furlough days. • Employees in the Bargaining Unit will be required to take two (2) additional unpaid furlough days. • Employees who work a full shift on the Thanksgiving, Christmas, or Independence Day holidays will earn a day of Administrative leave.	Economic Savings
Holiday Premium Pay and Leave (Article 29) • Holiday premium pay and leave accrual associated with the six (6) furlough holidays as provided in Article 28 will be suspended through September 30, 2014.	Economic Savings
Overtime Compensation (Article 30) • Overtime compensation will apply to hours worked beyond forty (40) hours within the work week. As a result, the calculation of overtime on a daily basis will be eliminated resulting in overtime savings.	Economic Savings
Entrance Pay (Article 33) • Progression from the entrance level pay of step 1 to step 2 will change from six (6) months (13 pay periods) to twelve (12) months (26 Pay periods). The twelve (12) month period of time coincides with the one (1) year probationary period.	Economic Savings

ATTACHMENT 2

GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 PROFESSIONAL EMPLOYEES UNIT

TERMS OF AGREEMENT	Impact
Wages (Article 34) • The employees will receive no wage adjustments or increases for the term of the Agreement. • Employees will continue to contribute five percent (5%) of their base wages towards the County's cost of health care. • The parties have agreed to submit to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the parties' impasse, the issue of whether employees will be required to contribute an additional amount, not to exceed five percent (5%) of their base wages. • Effective January 1, 2014 the monies comprising the health care contribution will be reinstated to the employees' pay provided, however, that the County will have the right to re-open this provision of the Agreement in advance for the purposes of negotiating whether these reductions will be continued.	Economic Savings
Night Shift Pay Differential (Article 36) • The Night Shift Pay Differential will be reduced from two (2) pay steps to one (1) pay step. • Either party will have the right to reopen this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14).	Economic Savings
Group Health Insurance (Article 38) • Flex dollars will be suspended through September 30, 2014. • The County agrees that 2011 calendar year group health insurance premium rates will remain in effect for the 2012 calendar year. • The County and the Union will reopen this agreement to discuss the redesign of the County's health plan for plan year 2013. Union participation will be obtained to discuss health plan provisions and benefits, prior to establishing premium contributions.	Economic Savings
Job Basis (Article 40) • The accrual of administrative leave for work performed in excess of an employee's normal work schedule will be suspended through September 30, 2014.	Economic Savings
Voting (Article 45) • The one (1) hour of time off with pay for employees to vote in local and general elections will be suspended through September 30, 2014.	Economic Savings

ATTACHMENT 2

GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 PROFESSIONAL EMPLOYEES UNIT

TERMS OF AGREEMENT	Impact
Service to the Association (Article 47) • The County will allow the Union to set up a table in the lobby of the building where the new hire orientation is scheduled for the distribution of informational material.	Assistance to Union
Management Rights and Scope of This Agreement (Article 49) • 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.	Efficiency
Special Wage Provisions (Article 57) • Suspend $50 biweekly Premium pay supplement through September 30, 2014. • Suspend the one (1) pay step supplement that is paid to employees in the classifications of Teacher, who have obtained the Child Development Associate Certificate. • Suspend the three (3) pay step supplement that is paid to employees in the classifications of Teacher, who have obtained the State of Florida Teacher's Certification. • Either party will have the right to re-open this Article to negotiate whether the suspension of the Child Development Associate Certificate and the State of Florida Teacher's Certification supplements will be continued in the third year of the Agreement (FY 2013-14).	Economic Savings