Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(11)(A)
06-26-07

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-764-07

RESOLUTION APPROVING AND RATIFYING EXECUTION OF THE 2005-2008 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY, THE MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT DEPARTMENT, AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME), SOLID WASTE EMPLOYEES, LOCAL 3292

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves and ratifies the County Mayor or his designee's action in executing the attached 2005-2008 Collective Bargaining Agreement between Miami-Dade County, the Miami-Dade County Solid Waste Management Department, and the American Federation of State, County, an Municipal Employees (AFSCME), Solid Waste Employees, Local 3292, substantially the form attached hereto and made a part hereof. The provisions of Resolution No. R-130-06 requiring that any contracts of the County with third parties be executed and finalized prior to their placement on the committee agenda are waived at the request of the County Manager for the reasons set forth in the accompanying Memorandum.

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

Bruno A. Barreiro, Chairman aye
Barbara J. Jordan, Vice-Chairwoman aye

Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 26th day of June, 2007. 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

Approved by County Attorney as
to form and legal sufficiency.

Lee Kraftchick

By: KAY SULLIVAN
Deputy Clerk

Memorandum

MIAMI-DADE COUNTY

Date: June 26, 2007

Agenda Item No. 9(A)(11)(A)

To: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Approval of 2005-2008 Collective Bargaining Agreement Between Miami-Dade County, the Miami-Dade County Solid Waste Management Department and the American Federation of State, County, and Municipal Employees (AFSCME) Solid Waste Employees, Local 3292

Recommendation

It is recommended that the attached 2005-2008 Collective Bargaining Agreement between Miami-Dade County, the Miami-Dade County Solid Waste Management Department and the American Federation of State, County and Municipal Employees (AFSCME) Solid Waste Employees, Local 3292, be approved by the Board of County Commissioners.

Scope

This item pertains to AFSCME Local 3292 bargaining unit employees in the Department of Solid Waste Management (SWM).

Fiscal Impact/Funding Source

This collective bargaining agreement has a fiscal impact based upon the agreed upon cost of living wage increases which are consistent with the County's nine other collective bargaining agreements previously ratified by the Board. Fees collected by the SWM are the source of funding.

Track Record/Monitor

The Employee Relations Department's (ERD) Labor Management and Employee Appeals Division negotiates and monitors the County's ten collective bargaining agreements.

Background

Collective bargaining negotiations produced the attached contract which was ratified by the Union membership on May 28, 2007 and is now being submitted for your approval. Prior to the ratification of this successor contract, the terms and conditions of the previous contract remained in effect. In accordance with the provisions of Chapter 447 Labor Organizations of the Florida Statutes, this successor collective bargaining agreement is legally required to be presented to the Board for approval as a matter of good faith bargaining once it has been ratified by the bargaining unit. However, in the event that pending state legislation concerning property taxes creates a financial urgency requiring the modification of this agreement, or any of the County's other nine labor agreements, they may be re-opened to negotiate the impact of the financial urgency.

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 by addressing their economic concerns while ensuring the continued delivery of quality services to the public in a fiscally responsible manner.

The following is a summary of the primary contractual changes affecting the employees covered by this agreement.

Term of Agreement
This is a three year contract for the period of October 1, 2005 through September 30, 2008.

Wages

- *First Year 2005-2006*
  Retroactive to the beginning of the first pay period in July 2006, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.

- *Second Year 2006-2007*
  Effective the beginning of the first pay period in July 2007, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase.

- *Third Year 2007-2008*
  Effective the beginning of the first pay period in July 2008, all employees in bargaining unit classifications shall receive a four percent (4%) wage increase. In the event this wage increase for full-time employees is less than $1,400 per year, such full-time employees will be eligible to receive the difference between the four percent (4%) wage increase and the $1,400 in the form a one-time, non-recurring bonus payment. Eligible employees will receive this one-time, non-recurring bonus payment in July 2008.

Work in a Higher Classification
Employees working temporarily in a higher classification will be eligible to receive a one pay step increase, limited to two pay periods unless specifically approved by the Department Director and ERD. The prior agreement did not provide for any limitation on the number of pay periods for out-of-class pay nor require the approval of either the Department Director or ERD.

Uniform Allowance
Effective January 2008, the uniform allowance provided to bargaining unit employees who are required to wear a prescribed uniform will be increased from the current $200 annually to $250 annually.

Leave With Pay
Currently, only the Union President is released from duty with pay to administer the agreement. Effective the beginning of the first pay period following ratification and approval of this agreement by the Board, one additional bargaining unit employee, designated by the Union President, will be released from duty with pay to administer the agreement.

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

In the event that during the term of this agreement (October 1, 2005 to September 30, 2008) 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 41 Wages, the Association will have the right to request the reopening of negotiations with respect to Article 41 Wages only.

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

Susanne M. Torriente
Assistant County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: June 26, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 9(A)(11)(A)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

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

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

✓ **No committee review**

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
MIAMI-DADE COUNTY,
THE MIAMI-DADE COUNTY SOLID WASTE MANAGEMENT DEPARTMENT
AND
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, A.F.L. – C.I.O. SOLID WASTE EMPLOYEES, LOCAL 3292
OCTOBER 1, 2005 – SEPTEMBER 30, 2008

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ARTICLE 1 AGREEMENT

This Agreement is made and entered into on the first day of October, 2005, by and between Miami-Dade County (hereinafter referred to as the County) and the American Federation of State, County and Municipal Employees, AFL-CIO, Local 3292 (hereinafter referred to as the Union). Said Agreement to be effective on the above date provided that it has been ratified by the Union and the Board of County Commissioners of Miami-Dade County, Florida.

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

ARTICLE 2 PURPOSE AND INTENT

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

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

ARTICLE 3 RECOGNITION OF UNION

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

ARTICLE 4 BARGAINING UNIT

1. The Bargaining Unit covered by this Agreement, as stated in PERC Certificate Number 371, is as follows:

Included: All full-time and regular part-time personnel employed by Miami-Dade County's Department of Solid Waste Management in the following job classifications:

Waste Collector
Trash Truck Driver 1
Waste Truck Driver
Trash Crane Operator
Waste Equipment Operator
Trash Truck Driver 2
Waste Attendant 1
Waste Attendant 2

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

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

2. Probationary, exempt, conditional, and regular part-time employees shall continue to be governed in all respects by the Code of Miami-Dade County, Florida, Personnel Rules, Pay Plan and other regulations in effect prior to the execution of the 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.

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ARTICLE 5 NON-DISCRIMINATION

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

It is understood between the parties that bargaining unit employees will be covered by the provisions of County Administrative Order 7-37 Unlawful Harassment.

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

ARTICLE 6 CHECK OFF

Upon receipt of written authorization from an employee, the County agrees to deduct the regular Union dues of such employee from his bi-weekly pay and remit such deduction to the Union within ten (10) days of the date of deduction. The Union will notify the County, in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. An employee may upon thirty (30) days written notice to the County and the Union revoke his dues deduction. Notice to the County alone shall not be sufficient. Should Chapter 447.303 Florida Statutes be amended, the amendment will supercede the applicable section of the Article. The County, with at least ninety days prior notice, will provide a payroll deduction for the Union's political action committee.

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

It is agreed and understood that the County, through its Manager, Department Directors, Division Directors, supervisory employees, and those employees not included in this Bargaining Unit, will take no action to either encourage or discourage membership in

the Union. Assistance to any employee in the preparation of either Union membership or withdrawal forms shall constitute a violation of this provision.

ARTICLE 7 GRIEVANCE PROCEDURE

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

2. A "grievance" shall be defined as any dispute arising concerning the application or interpretation of this Agreement or with respect to the circumstances and conditions which concern the working relationship of the employees and the County. A class grievance (general grievance) shall be defined as any dispute which concerns two or more employees within the bargaining unit. Class grievances should attempt to name all employees or classifications covered in a grievance. Class grievances, at the option of the Union, may be submitted at step 2, 3, or 4. When a grievance is filed, the Union and/or grievant will state the alleged violation of the contract claimed, the date, if known, or the approximate date, upon which the violation occurred, the facts of such violation, the Article of the contract violated and the remedy sought by the Union and/or grievant.

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

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

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

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

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

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

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

6. Each party shall be allowed one (1) extension of time, not to exceed seven (7) calendar days, as a matter of right. This extension can be used only once during the grievance period. The other party must be notified of the requested extension. Additional extensions will be granted by mutual agreement of the parties.

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

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

ARTICLE 8 ARBITRATION

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

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

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

4. At the request of either party there shall be a certified court reporter at the hearing. The parties shall bear equally the expenses and fees of the court reporter, the arbitrator and all other expenses connected with a hearing. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. Employees required to testify will be made available without loss of pay; however, whenever possible,

they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work unless they are directly required to assist the principal Union Representative in the conduction of the case. The intent of the parties is to minimize time lost from work.

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

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

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

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

ARTICLE 9 CLASSIFICATION APPEAL

1. If an employee has reason to believe they are misclassified, based upon a material change in his/her job duties and responsibilities, he/she may apply for a review of their classification, in writing, to their immediate supervisor. Such request, including a job description prepared by the employee and commented upon by the Department, shall be

forwarded to the Personnel Services Division by the employee's department within thirty (30) calendar days of receipt of request. Within sixty (60) calendar days of receipt of the request for reclassification, the Personnel Services Division shall render a decision in writing.

2. If the Personnel Services Division determines that there is no material change, the employee may, within fourteen (14) calendar days request in writing, a hearing by the Employee Relations Department Director. At the hearing, the employee may be accompanied by a representative of their choosing and may produce any documents and evidence to support the claim for reclassification. The Employee Relations Department Director will explain the basis for the decision in writing in the event the request is denied. The Employee Relations Department Director shall hold such hearing within ninety (90) calendar days of the request.

3. Whenever the Employee Relations Director determines that an employee is misclassified, the employee shall always be placed in a current, appropriate classification, unless the Employee Relations Director determines that there is no existing appropriate classification. In such cases the Employee Relations Director shall establish the classification, job description and pay range, which shall be maintained during the term of this agreement. In the event the request for reclassification is upheld, the employee shall receive compensation beginning with the pay period that the original request was initiated.

4. The Employee Relations Director's decision shall be final, subject to review by the County Manager.

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

2. If the Union is not satisfied with the proposed change, it may, in writing, within five (5) days of the conclusion of the discussion, stated in paragraph 1 above, request a hearing

before the Employee Relations 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 so long as the task 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 that Union and County will agree on a representative number of employees witnesses to insure a full hearing on the merit of the issues. Appropriate County Management shall appear in support of the proposed changes. The decision of the Employee Relations Director shall be final, subject to review by the County Manager.

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

Committee Formation

There will be a Labor Management Committee formed within the Department. Said Committee shall consist of members designated by the Union and of members designated by the Department Director. The Union membership of such Committee shall consist of persons from within the position classifications covered by this agreement and the Management members shall consist of persons within the Department, but outside of the Bargaining Unit, as herein defined. Time off with pay, as required, shall be granted to

employees designated as Committee members for attendance at Labor Management Committee meeting.

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

The composition of the Labor Management Committee shall consist of not more than thirteen (13) members designated by the Union and not more than thirteen (13) members designated by the Department Director.

Performance Based Compensation Projects

The Union 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 Union, to effect meaningful performance based productivity gains that are designed to enhance the effectiveness and efficiency of the Department.

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.

Efficient Delivery Of Quality Services

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

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

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

ARTICLE 12 UNION STEWARDS AND NON-EMPLOYEE UNION BUSINESS REPRESENTATIVES

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

It is agreed to and understood by the parties to this Agreement that Union Stewards may, without loss of pay, with prior approval of their supervisor, process grievances. The Supervisor's approval shall not be unreasonably withheld. It is agreed to an understood by the parties to this agreement that there shall not be more than thirty-five (35) Stewards within the Bargaining Unit, as herein defined. It is agreed to and understood by the Union that Union Stewards shall process grievances and conduct their other duties in such a manner as to not disrupt normal County activities, work production and services.

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

Every effort will be made, by both the County and the Union, to allow Union Stewards to investigate grievances as rapidly as possible, preferably on the same date as the grievance becomes known and at least within twenty-four (24) hours. The investigation of a pending grievance or personal contact of employees during work time by Employee Representative, Union Stewards or non-employee Union Business Representatives shall not be done without first receiving prior approval from an employee's supervisor. Approval shall not be unreasonably withheld.

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

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

ARTICLE 13 DISCIPLINARY ACTION

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

2. Whenever it is alleged that an employee has violated any rule, regulation, or policy that employee shall be notified as soon as possible, with the employee being informed of the rule, regulation, or policy allegedly violated. The employee shall have the right to representation in discussions concerning actual or pending Disciplinary Action.

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

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

5. Discipline and/or counseling will normally be carried out in a manner which does not embarrass the employee.

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

considered by the Employee Relations Director. The Employee Relations Director's findings and rulings shall be in writing. The Employee Relations Director's decision shall be final and binding.

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

8. All disciplinary actions except reprimands will be appealable by the employee, as provided in Section 2.47 of the Miami-Dade County Code, to a Hearing Examiner. The County agrees to attempt to add to the Hearing Examiner's list, qualified attorneys with experience in labor relations matters. The Union may request in writing to the Employee Relations Director that a specific Hearing Examiner be removed for cause from the roster of available Examiners.

9. The Union will have the option on behalf of a permanent status bargaining unit employee, to appeal the disciplinary action of dismissal, demotion, reduction in grade and suspension through the grievance procedure contained in Article 7 of this Agreement. The Union shall notify the Director of Labor Management, in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action, of its decision on whether to exercise the option of appealing through the grievance procedure or request an appeal in accordance with Section 2-47 of the Code of Metropolitan Miami-Dade County. The Union's choice between the grievance procedure or the Code provision under Section 2-47, once made, shall not be subject to change.

   In the case where the Union does not timely notify the County or chooses not to select the grievance procedure, then the disciplinary appeal provisions under 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Union selects the option to appeal a disciplinary action under the grievance procedure then the provisions of 2-47 of the Code will not be applicable.

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

10. The concerned Department, at their sole discretion, may offer to an employee the option of forfeiting accrued annual or holiday leave in lieu of serving a disciplinary suspension. Employees selecting this option that is authorized by the Union President or their designated representative, and is approved and authorized by the Department, shall waive their right to grieve or 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.

ARTICLE 14 PERFORMANCE EVALUATION AND APPEALS

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

The permanent status employee who has received an overall evaluation of unsatisfactory or needs improvement may appeal by first requesting a review of the Performance Evaluation by the Department Director or their designee(s), within ten (10) calendar days of receipt of the evaluation. The Department Director or designee(s) may recommend changes, alterations, or return the evaluation unchanged to the employee. If the decision of the Director or designee(s) is not acceptable to the employee, the employee may continue the appeal by making a request in writing to the Employee Relations Department Director within ten (10) calendar days after receipt of the Department Director's or designee(s) decision. The affected department has the right to have a representative present throughout the entire appeal hearing.

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

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

There shall be no performance evaluation placed in an employee's personnel folder unless he has been first given or offered a copy.

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

ARTICLE 15 PROBATIONARY PERIOD

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

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

ARTICLE 16 EMPLOYEE RESIGNATION

When an employee resigns his employment with the County and fulfills his obligation under the County Personnel Rules, Chapter VIII, Section I, the Personnel Change Document form reflecting the termination of employment shall indicate the employee voluntarily resigned and was in "good standing."

This Article shall not apply to employees who resign in lieu of disciplinary action.

ARTICLE 17 REGULAR PART-TIME STATUS

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

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

ARTICLE 18 OPEN COMPETITIVE EXAMINATIONS

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

ARTICLE 19 PROMOTIONS WITHIN THE BARGAINING UNIT

Promotions to classifications within this Bargaining Unit will be accomplished in the following manner:

1. Eligible lists for promotional positions within this Bargaining Unit will be established first from qualified applicants, as determined by the Department, in lower classes in the Bargaining Unit, in accordance with paragraphs 2, 3 and 4 of this article. In the event that there are not qualified applicants from within the Bargaining Unit, County-wide promotional or Open-Competitive lists may be established on the basis of paragraphs 2, 3 and 4 of this article.

2. Eligible lists shall be compiled in accordance with the provisions of the Miami-Dade County Personnel Rules for the Classified Service with appropriate credit given for seniority.

   a) Seniority points will be calculated based upon the Department established cut-off date and the specified driver training/promotion program as follows: Three (3) points for each five (5) years of continuous service in eligible County classifications. Effective October 1, 2003, the calculation of seniority points will be amended as follows: Five (5) points for each five (5) years of continuous service in eligible County classifications.

   b) Effective October 1, 2003, the calculated point value for Employee Performance Evaluation Reports will be amended to reflect the following: Satisfactory – 2.80 points, Above Satisfactory – 4.00 points, and Outstanding– 5.20 points. These amended point values shall not pertain to any eligible lists in existence prior to October 1, 2003.

   c) The calculated point value for discipline will be deducted for the specified driver/training promotion program as follows:

Disciplinary Action	Points Deducted
Each Record of Counseling	-3 Points
Each Written Reprimand	-5 Points
Each Suspension	-10 Points

Each Disciplinary Demotion -15 Points

3. Eligible Lists will have an expiration date of one year from the establishment date. However, the Eligible List may be extended by the Employee Relations Department for an additional two (2) years. Employees will be provided written notification when they are placed on a promotional eligible list and the list's expiration date. In the event an eligible list is extended employees will receive written notification.

4. Eligible lists shall be established based on the scores attained under #2 above.

5. During the term of this Agreement, the Union may request to convene special Labor Management Committee meetings with the Department and the Director of Labor Management or his/her designee to discuss the provisions of this Article.

ARTICLE 20 ACTING APPOINTMENTS

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

Employees covered by this Agreement may not generally be required to work out of classification, however, when employees are directed and authorized by the Department to work for a full day in a classification with a higher maximum rate of pay than their current class, they shall receive a one (1) pay step increase. The maximum out-of-class compensation shall be limited to two (2) pay periods unless specifically approved by the department director and the Employee Relations Department. This shall not apply to employees working in an "acting" capacity, as described above.

ARTICLE 21 TRANSFERS BETWEEN DEPARTMENTS

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

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

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

ARTICLE 22 TRANSFERS WITHIN A DEPARTMENT

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

ARTICLE 23 LEADWORKER

Leadworker, as defined in the approved County Pay Plan, shall not serve as a "Rater" of performance reports of other employees in the same classification.

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

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

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

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

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

In the event that the County prefers to reduce hours of work in lieu of a layoff, it shall give the affected employees the option of either accepting the reduction in their hours of

work or having a layoff of employees. Such option shall be determined by a majority vote of the affected employees with Union observance in the voting procedure.

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 Employee Relations Department. It is understood that employees bumping into a Department as a result of a layoff related action will receive appropriate orientation and training as determined necessary by the concerned Department. Employees failing to satisfactorily demonstrate their proficiency in performing the essential functions of their new position will be allowed to continue to exercise their classified service rights, in accordance with the provisions of the County's Layoff Procedures Manual.

ARTICLE 25 SICK LEAVE

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

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

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

4. Sick leave shall not be granted for pregnancy. However, sick leave may be used for illnesses caused or contributed to by pregnancy.

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

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 continuous County employment with a maximum payout of 1,000 hours of accumulated sick leave.

Employees who retire after 30 years of full time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the 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 26 ANNUAL LEAVE

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

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

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

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

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

5. The County shall notify the employee that he is reaching the maximum amount of allowable annual leave accumulation. The employee shall then be allowed to reduce the annual leave to avoid the loss of excess accumulation of such leave. Such employees will not be unfairly penalized solely for reducing their annual leave balance to avoid the loss of excess accumulation.

6. Within subdivisions of the Department, in setting annual leave schedules, preference as to annual leave dates will be given to those employees with the greatest amount of seniority in the same classification.

7. In accordance with Department operational requirements, employees scheduled for annual leave as noted above shall be entitled to use the total amounts of leave earned during the leave year. However, more than two (2) consecutive weeks shall be at the discretion of the Department.

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

ARTICLE 27 EMERGENCY LEAVE

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

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

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

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

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

ARTICLE 28 DEATH BENEFIT

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

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

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

ARTICLE 29 LEAVE WITH PAY

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

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

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

3. Seven (7) employees will be permitted, when necessary, to participate in collective bargaining negotiations with the County. These employees shall be designated in writing to the Department Director and the Director of Labor Management for the County. The employees shall give reasonable notice to their supervisors.

4. The Union President will be released from duty with pay to administer this Agreement. Effective beginning 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 Union President to the Director of Labor Management and the Department Director, will be released from duty with pay to administer this Agreement.

5. Employees designated by the Union to attend Union functions. The Union shall request approval from the appropriate supervisor at least 24 hours in advance of the leave. The total amount of time granted to all employees cumulative seeking leave under this provision shall not exceed twenty-five (25) working days in any contract year. Effective the beginning of the first pay period in October, 2003, the 25 working days will be increased to 30 working days. Effective the beginning of the first pay period immediately following ratification and approval of this Agreement by the Board of County Commissioners, the limit of thirty (30) working days will be increased to thirty-five (35) working days.

6. Administrative Leave shall be granted to employees to take County Civil Service exams or to appear for job interviews with Miami-Dade County.

ARTICLE 30 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 and exempt position and for other good and sufficient reasons in the best interest of the County service. Leaves of absence to enter the exempt service if requested by the employee and approved by the Department Director shall be of indefinite length. Upon request of the Union, three (3) employees may be granted leave without pay to serve as a business representative of the Union.

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

ARTICLE 31 VOTING

The County agrees to allow each employee who meets the conditions set forth below reasonable time off with pay, not to exceed one (1) hour, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work production however, the County shall attempt to schedule this time off at either the beginning or end of an employee's work shift. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off. Whenever possible, scheduling of such voting time will be posted as early as ten (10) working days prior to the date of the election.

CONDITIONS

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 a.m. and 7 p.m. on Election Day.

ARTICLE 32 HOLIDAYS

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

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Employee's Birthday
2 Floating Holidays

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. In an emergency situation, as determined by the Department Director, requires an employee to work on his/her birthday, the Birthday Holiday may be delayed for up to six (6) months and another day of the employee's choice, approved by the Department, shall be designated. The Birthday Holiday must be used within six (6) months from the date of the birthday and in not compensable.

4. Regarding the Floating Holidays, the Department may require as much as four (4) weeks' prior notice. The actual days to be used are 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 these holidays. These holidays are not compensable and must be used during the Fiscal Year and cannot be transferred from one fiscal year to the next.

5. Martin Luther King's Birthday, the Fourth of July, Christmas Day, Employee's Birthday and Floating Holidays only shall be days off.

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

7. 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.

8. The County shall have the authority to determine and schedule the actual day on which a County recognized holiday will be observed.

ARTICLE 33 HOLIDAY PREMIUM PAY AND LEAVE

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

2. Holiday Leave can be accrued to a maximum of 120 hours for those employees designated as non-job basis, by the Pay Plan.

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

4. Holiday Leave shall be credited to job basis employees on an hour for hour basis to a maximum of eight (8) hours pay holiday. Holiday Leave shall be credited to non-job basis employees as outlined in Parts 5, 6, and 7 of this Section. Non-job basis employees shall have the option at the time Holiday Leave is earned of either being paid or accruing the Holiday Leave.

5. Employees who work on a holiday which falls on a regularly scheduled day off shall receive twelve (12) hours Holiday Leave and time and one-half (1½) 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 Park 5, above, and ten (10) hours of Holiday Leave under Part 6, above.

ARTICLE 34 HOURS OF WORK

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

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

3. This Article is to be construed only as a basis for determination of overtime and shall not be construed as a guarantee of work per day or per week; nor is it a limitation upon the County's right to reduce the employee's hours of work in accordance with Article 24.

ARTICLE 35 WORK SCHEDULES

The County shall have the sole authority to assign and transfer employees as required to the following work schedules.

WASTE DISPOSAL SECTION - The work week, with the exception of the Waste Attendant I's and II's assigned to the Maintenance unit, shall consist of four (4) ten (10) hour work days on one of the following schedules:

Schedule A	Wednesday, Thursday, Friday, and Saturday
Schedule B	Monday, Tuesday, Thursday, and Friday
Schedule C	Monday, Tuesday, Friday, and Saturday
Schedule D	Monday, Tuesday, Wednesday, and Thursday
Schedule E	Thursday, Friday, Saturday, and Sunday
Schedule F	Sunday, Monday, Tuesday, and Wednesday
Schedule G	Sunday, Monday, Wednesday, and Saturday
Schedule H	Sunday, Tuesday, Wednesday, and Thursday

TRASH COLLECTION, MAINTENANCE AND ROLL-OFF SECTIONS - The work week shall consist of four (4) ten (10) hour work days on one of the following schedules on a rotating basis: However, schedules D, G, H, and I shall only pertain to the Roll-off Section.

Schedule A	Monday, Tuesday, Friday and Saturday
Schedule B	Monday, Tuesday, Wednesday and Thursday
Schedule C	Monday, Tuesday, Thursday and Friday
Schedule D	Friday, Saturday, Sunday, and Monday
Schedule E	Sunday, Monday, Wednesday, and Thursday
Schedule F	Tuesday, Thursday, Friday, and Saturday
Schedule G	Saturday, Sunday, Monday, and Wednesday
Schedule H	Tuesday, Wednesday, Thursday, and Friday
Schedule I	Tuesday, Thursday, Saturday and Sunday

WASTE COLLECTION SECTION - The work week shall consist of four (4) ten (10) hour days on Monday, Tuesday, Thursday and Friday on a task assignment basis.

COMMERCIAL WASTE COLLECTION SECTION - The work week shall consist of five (5) eight (8) hour work days, or four (4) ten hour work days, on Monday, Tuesday, Wednesday, Thursday, Friday and Saturday on a task assignment basis.

ARTICLE 36 OVERTIME COMPENSATION

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

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

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

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

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

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

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

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

Job basis employees shall not be eligible for overtime compensation.

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

ARTICLE 37 TASK ASSIGNMENT

1. Employees assigned to the Garbage Collection Division shall be held responsible for completion of a daily task assignment which shall consist of satisfactory completion of the assigned scheduled route. In accordance with the provisions of the October 11, 1991 memorandum of understanding between the parties, the assigned scheduled route shall

include a separate collection of yard waste. Upon satisfactory completion of the assigned route and return to their designated job site, employees shall be considered to have completed their work day and may be excused by an appropriate supervisor. However, employees who have satisfactorily completed their routes may be assigned as required by the Department to assist on other routes in order to maintain essential service to the community. In the event it becomes necessary to make this additional assignment, all hours worked on this assignment shall be at the overtime rate. Volunteers, if available, may be selected by the Department for this overtime assignment.

2. The normal work day shall be from 7:00 a.m. to 5:30 p.m. It is understood that where circumstances exist beyond the control of the employees, such as, but not limited to, mechanical breakdown or shortages of personnel on crews, and the normal route is not completed by 5:30 p.m., the crew may be required to complete the route and all hours worked after 5:30 p.m. shall be considered overtime. This provision shall apply only to employees on task assignment in the Garbage Collection Division.

3. In accordance with Department of Solid Waste Management procedures, employees assigned to the Garbage Collection Division may appeal the size of the assigned route. The decision of the Department shall be final and binding.

4. During the term of this Agreement, the Union may request to convene special Labor Management Committee meetings with the Department and the Director of Labor Management or his/her designee to discuss the subject of task assignment.

ARTICLE 38 CALL BACK

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

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

ARTICLE 39 SAFETY INCENTIVE/BONUS PLAN

The plan shall provide for cash bonuses to be paid quarterly (every three (3) months) to qualifying employees. Eligibility to receive a bonus shall be based on the following:

1. At the end of each quarter, the overall bargaining unit Accident Frequency Rate 1/ for that quarter will be calculated.

2. If the Accident Frequency Rate (A.F.R.) for the quarter is 5% but less than 15% below the same quarter of the previous five (5) years, every qualifying employee in the unit shall receive a forty dollar ($40.00) bonus.

3. If the A.F.R., for the quarter is 15% or more below the same quarter for the previous five (5) years, every qualifying employee in the unit shall receive a fifty dollar ($50.00) bonus.

4. Provided the bargaining unit as a whole meets or exceeds the criteria in 2 or 3 above, to qualify individually for the bonus the:

   A. Employees shall not have more than two (2) days of unanticipated absence from work (sick leave, leave without pay, unauthorized absence, and other absences not approved in advance by the Department), during the quarter;

   B. Employees, if required by the Department to drive a County vehicle, shall have had no preventable traffic accidents during the quarter (determination of preventability to be made by County Safety Office);

C. Employees have suffered no loss-of-work time personal injuries resulting from a preventable on-the-job accident during the quarter (determination of preventability to be made by County Office); and

D. Employees have been full-time bargaining unit employees during the entire quarter and a County employee at the time of the bonus payment.

5. The parties agree that all provisions of this Article including the determination of accident preventability, A.F.R. calculations and the award of bonuses and all other decisions made by the County in relation to the administration of this plan shall be final and binding and not subject to the grievance and arbitration provisions of this Agreement nor to any other method of appeal or review. This article may be discussed at the Labor-management Committee meetings.

6. The County shall have the option of extending or abolishing this bonus plan at the end of each year.

Accident Frequency Rate (A.F.R.) shall be calculated by the County Safety Office according to Department payroll records and accident reports according to the formula:

$$\underline{1}/ \quad \text{A.F.R.} = \frac{\text{Disabling injuries} \times 200{,}000}{\text{Employee hours of exposure (Including Overtime)}}$$

ARTICLE 40 EMERGENCY OVERTIME

Employees will be expected to work necessary overtime when an emergency is declared by the County Manager. "Emergency" in this instance is, for example, a hurricane or other act of God, a civil defense emergency, or a major health crisis in the community. Such work for the purpose of cleaning up after the emergency shall be compensated at the overtime rate.

ARTICLE 41 WAGES

First Year 2005-2006

Effective the beginning of the first pay period in July 2006, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Second Year 2006-2007

Effective the beginning of the first pay period in July 2007, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

Third Year 2007-2008

Effective the beginning of the first pay period in July 2008 all employees in bargaining unit classifications shall receive a four percent (4%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled). In the event this wage increase for full-time employees is less than $1,400.00 per year, such full-time employees will be eligible to receive the difference between the four percent (4%) wage increase and the $1,400.00 in the form of a one-time, non-recurring bonus payment. Eligible employees will receive this one-time, non-recurring bonus payment in July 2008.

ARTICLE 42 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 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.

ARTICLE 43 UNIFORMS

The County shall issue, on a return - reissue basis only, four (4) uniforms to all permanent status employees working a four (4) day work week and five (5) uniforms for permanent employees working a five (5) day work week.

Such employees shall be required to maintain and wear such uniforms. Refusal or failure of an employee to wear their uniform shall be grounds for disciplinary action.

All bargaining unit employees who are provided uniforms by the Department will be eligible to receive an annual $200.00 uniform maintenance allowance payable in January of each year. Effective January 2008, this uniform maintenance allowance will be increased to $250.00 annually.

Employees terminating their employment shall be required to return such uniforms prior to receiving their final paychecks or the Department shall deduct the cost of such uniforms from the employee's final pay check.

During the term of this Agreement, the Union may request to convene special Labor/Management Committee meetings with the Department and the Director of Labor Management or his/her designee to discuss the subject of uniforms.

ARTICLE 44 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 payments will be in accordance with the following schedule:

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

ARTICLE 45 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 46 PAY ADVANCES

An employee in this bargaining unit not utilizing direct deposit may request his vacation pay checks in advance of any scheduled annual leave by submitting a request to their supervisor at least two (2) pay periods prior to leaving on annual leave.

ARTICLE 47 BACK PAY

An employee shall be entitled to recover, without penalty to the County, funds due him by reason of errors in the implementation or administration of the County Pay Plan and other applicable regulations affecting pay. Payroll errors committed by the County of $50

or 15% of the employee's net pay for the pay period, whichever is greater shall entitle the concerned employee to receive a payroll voucher. Upon notification by the concerned employee, this payroll voucher shall be processed by close of business the next business day whenever possible. All other payroll errors shall be rectified with the employee's next regular paycheck whenever possible.

The County shall be entitled to recover, or offset against future payments, in a timely manner without interest, all funds determined by the County to have previously been paid in error or for workers' compensation payments for which an offset or recoupment is required by law. The County shall have the right to effect such recovery or offset of funds through a stipulated biweekly paycheck deduction, at a biweekly rate equal to the biweekly rate of the erroneous payment or the workers' compensation payment for which recovery is sought, or at the minimum rate of fifty dollars ($50) per pay period, whichever rate is greater. The specific recovery rate shall be determined through an agreement between the concerned employee and the Employee Relations Department upon notification to the concerned employee. Upon request, the Union will be provided a copy of documents related to such recovery. The concerned employee shall have ten (10) calendar days from date of notification to contact the appropriate payroll representative and stipulate to a specific recovery rate in accordance with this contract provision. Failure by the concerned employee to make the necessary arrangements within the specified ten (10) calendar day period shall result in the necessary paycheck deductions being automatically effected by the County at a rate the County deems appropriate.

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

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

ARTICLE 48 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 two (2) pay step differential for the entire work day. Employees assigned to daytime shifts, who work on an overtime basis into the time period stated above, will receive the standard time and one-half overtime rate, but not the night shift premium rate. A work shift which is equally divided before and after 6:00 P.M. will be compensated by a one (1) pay step increase in the normal pay rate.

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

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

ARTICLE 49 TIME IN GRADE PROVISION

Employees shall receive additional pay step increments for continuous service in the same classification. Eligibility calculations for service in grade requirements are based on County service after October 1, 1957, as described below:

A. Advancement to the first "Time in Grade" step may be made after completion of five (5) consecutive years of service at the maximum rate of the salary range provided the majority of the employee's performance evaluations are satisfactory or better during this period. Such advancement will be one (1) pay step beyond the normal maximum rate.

B. 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 provided the majority of the employee's performance evaluations are satisfactory

or better during this period. Such advance will be one (1) pay step beyond the first "Time in Grade" step.

C. Those bargaining unit employees who have completed 19 or more consecutive years of full-time continuous service in their current classification effective on October 1, 2004 and who are on pay step 11 (Longevity Step 1) will be eligible to be placed on pay step 12 (Longevity Step 2) with a new pay anniversary date. The effective date of this one-time non-precedent setting pay step increase for such eligible employees will be the beginning of the first pay period in October, 2004. This provision will not alter the County's authority and discretion to administer its Pay Plan and decisions made by the County concerning this provision shall be final and binding.

ARTICLE 50 SAFE DRIVING AWARDS

An employee who drives or operates mobile equipment fifty (50%) percent of the time in performance of their duties and possesses a valid drivers license, shall receive awards for safe driving, including a pin, annually, with the number of safe driving years thereon. After the fifth year, he will receive an award of five ($5.00) dollars for each consecutive year of safe driving completed. Should a driver have a preventable accident, he starts over the first day after the accident. The Department will make a reasonable effort to pay the award to qualified employees within 90 calendar days from the receipt of all required driver evaluation information.

ARTICLE 51 GROUP HEALTH INSURANCE

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

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

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

2. The County will provide a $5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO or the individual practice association model HMO currently administered by AV-MED.

3. The County will provide a $10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the group/staff model HMO with the lowest employer contribution per employee.

4. The County will provide an annual $1,000.00 contribution to the Flexible Benefits Plan paid in biweekly increments for County employees eligible for group health insurance or the Flexible Benefits Plan.

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

ARTICLE 52 TRAINING AND TRAINING PROGRAMS

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

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

When the Departments conduct a training program for the purpose of providing promotional opportunities for employees in this Bargaining Unit, such training shall be conducted on the following basis:

1. The Union and all eligible employees in this Unit shall be notified at least two (2) weeks in advance of the initiation of any training program;

2. Employees selected for training shall have first volunteered. Employees with permanent status in the appropriate lower classification shall be given first consideration for such training;

3. Candidates selected shall receive a one (1) pay step increase from their present rate for the periods of training;

4. Employees in training programs may at their request be evaluated in writing with a copy of said report being provided to the trainee;

5. Employees successfully completing a training program who have met all requirements and examination qualifications of the promotional classification shall have their names placed on the appropriate eligible list.

ARTICLE 53 SAFETY AND HEALTH

1. It is the responsibility of the County to provide reasonable safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Union will cooperate with and assist management to live up to this responsibility. The Union President may designate three (3) members to the existing Department Safety Committee; however, such designated members shall be from three (3) distinct work locations from within the Department.

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

3. If an employee believes he is being required to work under unsafe conditions, he shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Union Steward may immediately notify the Safety and Labor Management Division; (3) file a grievance if no corrective action is taken during that day's work.

4. Employees who work at jobs or in areas deemed by the Department or Risk Management Division to be dangerous shall be required to wear safety devices and/or equipment designated by Risk Management or the Department as necessary for their protection. Such devices and equipment will be provided by the County. When such equipment has been prescribed by the Department or Risk Management Division, it shall

be furnished by the County at no cost to the employee. Failure or refusal of an employee to wear safety devices and/or equipment shall be grounds for disciplinary action.

ARTICLE 54 BLOOD BANK & DONORS

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

ARTICLE 55 ON THE JOB INJURY REPORTS

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

ARTICLE 56 BULLETIN BOARDS

The County will furnish the Union with sufficient bulletin board space for up to four (4) union notices, size 8½" x 14", at each of the agreed locations. The Union shall submit items, other than meeting and election notices, to the Director of Labor Management prior to posting. Authorization to post notices will not be unreasonable withheld or delayed.

It is intended for purpose of interpretation, that the bulletin boards shall be provided primarily for employee information and internal communications and not for the primary purpose of communicating with the general public.

It is agreed that the Union President, or their designee, shall have a key for each locked bulletin board.

ARTICLE 57 SERVICES TO THE UNION

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

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

b) List of employees by occupation.

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

2. The County agrees to furnish the Union twice a year one copy of the B-1 Salary Forecast or its equivalent for employees in this Bargaining Unit.

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

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

Examination Announcements

Training and Benefit Bulletins

Classifications Specifications (3)

Table of Organization

Pay Plan (5)

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

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at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda.

ARTICLE 58 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

1. The Union recognizes that management possesses the sole right, duty, and responsibility to operate and manage the County and direct the work force, and the rights, authority, and discretion which the County deems necessary to carry out its responsibilities and missions, shall be exercised consistently with these terms. Any term and condition of employment other than wages and benefits not specifically established or modified by this Agreement shall remain solely within the discretion of the employer modify, establish or eliminate. The rights contained in this Article shall be exercised consistently with Article 61 - Prevailing Benefits.

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

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

   a. Determine the missions and objectives of the County;

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

   c. Take such actions as may be necessary to carry out services during emergencies declared by the County Manager;

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

e. Discipline or discharge employees for just cause;

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

g. Schedule operations and shifts;

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

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

j. Schedule and assign overtime work as required;

k. Contract out for goods or services provided that the County give the Union at least sixty (60) days written notice in contracting our for services currently being performed by bargaining unit employees. The County will provide 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.

l. Determine the utilization of technology;

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

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

ARTICLE 59 TOXICOLOGY AND ALCOHOL TESTING

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

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

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

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

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

Employees reasonably believed to suffer from substance and/or alcohol abuse may be referred at the Departments discretion, to the Employee Assistance Program. However,

voluntary participation in a substance or alcohol abuse program shall not preclude the Department from taking disciplinary action against the employee for violations of the Miami-Dade County Personnel Rules or Departmental Rules and Regulations.

ARTICLE 60 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior agreements, and Memoranda of Understanding and concluding all collective bargaining during its term, except as otherwise specifically provided in the article entitled Term of Agreement and Reopening. The parties specifically waive the right to bargain during the term of this Agreement with respect to any subject of 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 61 VEHICLES

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

ARTICLE 62 PREVAILING BENEFITS

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

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

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

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

ARTICLE 63 APPLICABILITY OF AGREEMENT

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

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

ARTICLE 64 SEVERABILITY CLAUSE

Should any part of this agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a Court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof, in the event of

such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 65 STRIKES AND LOCKOUTS

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

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

It is recognized by the parties that the County is responsible for and engaged in activities which are the basis of the health and welfare of our citizens and that any violation of this Article would give rise to irreparable damage to the County and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the County shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by law.

Provided, however, in any action brought by the County, it is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if the Union did not instigate or support such action. In the event of a strike, work stoppage or interference with the operation and accomplishments of the mission of the County, the Union shall promptly and publicly order the employees to return to work and attempt to bring about a prompt resumption of normal operations.

ARTICLE 66 TIME LIMITS

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

ARTICLE 67 DISABILITY LEAVE

Eligible bargaining unit employees shall be entitled to short-term disability leave benefits in accordance with coverage provided by the Miami-Dade County Code except that payment for disability leave for all employees hired after May 1, 1979, shall be 80% of employee's salary less all Workmen's Compensation weekly indemnity payments.

ARTICLE 68 GENDER REFERENCE

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

ARTICLE 69 SPECIAL WAGE PROVISIONS

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

ARTICLE 70 TERM OF AGREEMENT AND REOPENING

The collective bargaining agreement between Miami-Dade County and the American Federation of State, County and Municipal Employees, A.F.L. -C.I.O., Local 3292, Solid Waste Employees, shall be effective October 1, 2005 and continue to September 30, 2008.

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 County Pay Plan redesign.

In the event that during the term of this Agreement (October 1, 2005 to September 30, 2008) 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 41 Wages, the Union will have the right to request the reopening of negotiations with respect to Article 41 Wages only.

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

Either party may require by written notice to the other between June 1, 2008, and not later than June 30, 2008 negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 2008. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2008 through September 30, 2009.

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