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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 19, 2011

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

Agenda Item No. 8(F)(7)

From: Carlos A. Gimenez
Mayor

Resolution No. R-1107-11

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

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Recommendation

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

Scope

The impact of this agenda item is countywide.

Fiscal Impact/Funding Source

The FY 2011-12 Adopted Budget was predicated on reducing labor costs for employees represented by GSAF Local 100 Supervisory Employees Unit by $32.706 million. The provisions of this agreement will generate savings of $20.638 million. Both the County and Union worked collaboratively to identify contractual savings in order to reach a fiscally responsible agreement. The identified savings recur for each applicable year of the contract.

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

The remaining balance ($12.068 million) is associated with an additional five percent (5%) contribution to the County's healthcare costs which the Union has opted to bring to the Board as an impasse item for your consideration under a separate agenda item.

Track Record/Monitor

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

Background

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

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

This matter will be presented as a separate item, following the Board's consideration of the balance of this agreement.

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

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

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

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

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

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

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

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

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

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

The one (1) pay step supplement that is paid to employees in the classification of Associate Teacher, who have obtained the Child Development Certificate, will be suspended.

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

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

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

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

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

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

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

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

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

Leave With Pay
Currently, the Association President and two (2) additional County bargaining unit employees are released from duty with pay to administer the Agreement. One (1) additional bargaining unit employee, designated by the Association President, will be released from duty with pay to administer the Agreement.

Contracting Out for Services
The County will provide to the Union copies of Requests for Proposals that specifically pertain to the contracting out for services that are currently being performed by bargaining unit employees. The County agreed that, when a department submits a written recommendation to contract out for services currently being performed by bargaining unit employees, a copy of such recommendation will be sent to the Union.

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

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

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

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

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

Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: December 19, 2011

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

SUBJECT: Agenda Item No. 8(F)(7)

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

✓ **No committee review**

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

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

5

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(F)(7)
12-19-11

RESOLUTION NO. R-1107-11

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

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

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

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

6

Joe A. Martinez, Chairman			**nay**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**nay**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of December, 2011. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Lee Kraftchick

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

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

TABLE OF CONTENTS

ARTICLE #	TITLE
1	Agreement
2	Purpose and Intent
3	Recognition of Association
4	Bargaining Unit
5	Nondiscrimination
6	Check Off
7	Grievance Procedure
8	Arbitration
9	Classification >>Review and<< Appeal
10	Job Description and Appeal
11	Labor Management Committee
12	Association Representatives and Non Employee and Association Business Representatives
13	Disciplinary Action
14	Performance Evaluation & Appeals
15	Probationary Period
16	Transfers Within a Department
17	Layoffs, Recall, and Reemployment Rights
18	Acting Appointments
19	Work in Higher Classification
20	Sick Leave
21	Annual Leave
22	Emergency Leave
23	Disability Leave
24	Military Leave
25	Death Benefit
26	Leave With Pay
27	Leave of Absence Without Pay
28	Holidays
29	Holiday Premium Pay & Leave
30	Overtime Compensation
31	Work Scheduling
32	Emergency Action
33	Entrance Pay Rates
34	Wages
35	Back Pay
36	Night Shift Pay Differential
37	Time in Grade Provision
38	Group Health Insurance
39	Call-Back
40	Job Basis
41	Exempt Status Employees
42	Longevity Bonus

ARTICLE #	TITLE
43	Mileage Payment
44	Safe Driver Awards
45	Voting
46	Bulletin Boards
47	Pharmacy Discounts
48	Services to the Association
49	Safety and Health
50	Management Rights and Scope of This Agreement
51	Toxicology and Alcohol Testing
52	Physical & Psychological Impairments
53	Complete Agreement & Waiver of Bargaining
54	Prevailing Benefits
55	Vehicles
56	Special Wages Provisions
57	Severability Clause
58	Strikes and Lockouts
59	Term of Agreement & Reopening
	Signature Page
	Appendix A – Bargaining Unit Classifications
	Appendix B – Administrative Order 7-3

ARTICLE 1 AGREEMENT

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

ARTICLE 2 PURPOSE AND INTENT

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

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

ARTICLE 3 RECOGNITION OF ASSOCIATION

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

ARTICLE 4 BARGAINING UNIT

1. The Bargaining Unit covered by this Agreement, as stated in PERC Certificate Number 584, is as follows:

   INCLUDED: All Full-time and regular part-time nonprofessional supervisors employed by Miami-Dade County and/or the Public Health Trust, in classifications included under Appendix A. (DEFINITION: Regular part-time means those individuals who work 20 hours or more per week for at least six months per year.)

   EXCLUDED: All managerial, confidential, professional and nonsupervisory and all other employees of Miami-Dade County and/or the Public Health Trust.

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

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

ARTICLE 5 NONDISCRIMINATION

It is agreed that there shall be no discrimination against an employee covered under this Agreement by the Association or the County because of race, color, sex, creed, national origin,

marital status, age, political affiliation, religion, membership in the Association, or for engaging in any lawful Association activities.

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

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

ARTICLE 6 CHECK OFF

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

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

ARTICLE 7 GRIEVANCE PROCEDURE

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

2. A "Grievance" shall be defined as any dispute that an employee or the Association may have arising out of the interpretation or application of the terms of this Agreement. A class

grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8 ARBITRATION

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

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

3. The arbitration shall be conducted under the labor rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined and submitted in this Agreement. The arbitrator shall have no authority to change, amend, add to, subtract from, ignore, modify, nullify, or otherwise

alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Agreement and his authority shall be limited to the interpretation of the terms of this Agreement.

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

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

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

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

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

ARTICLE 9 CLASSIFICATION >>REVIEW AND<< APPEAL

1. If an employee has reason to believe that he/she is misclassified based upon a significant change in his/her job duties and responsibilities, he/she may apply for a review of his/her classification, in writing, to his/her immediate supervisor. Such reclassification request shall

be limited to one (1) request per employee during the term of this agreement. Such request, including a job description prepared by the employee and commented upon by the Department, shall be forwarded to ~~the Recruitment~~ Human Resources, Labor Management and Compensation ~~and Testing Division~~ by the employee's department within twenty (20) calendar days of receipt of request. Within sixty (60) calendar days of receipt of the request for reclassification by Human Resources, ~~the Recruitment,~~ Labor Management and Compensation ~~and Testing Division~~ shall render a decision in writing.

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

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

4. In the event a Department Director requires an employee to utilize, for the benefit of the County service, a current and active professional license as a regular component of their

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

5. The County will notify and confer with the Union of the following classification actions that affect the bargaining unit's classifications prior to finalizing the classification action:
   a) Reclassification of a filled position(s) to a new classification outside of the bargaining unit.
   b) Reclassification of a bargaining unit classification to a new classification outside of the bargaining unit

ARTICLE 10 JOB DESCRIPTION AND APPEAL

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

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

3. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. Within present job

descriptions, the County may assign tasks and duties which involve minor and occasional variation from the job descriptions to employees as long as the tasks and duties assigned fall within skills and other factors common to the classification.

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

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

ARTICLE 11 LABOR MANAGEMENT COMMITTEE

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

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

The Association membership of such Committees shall consist of Association Officers and/or persons from within the job classifications covered by this Agreement within the concerned

Department and the Management members shall consist of persons within the Departments, but outside of the Bargaining Unit, as herein defined. Time off with pay, as required, shall be granted to employees designated as Committee members for attendance at Labor-Management Committee meetings.

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

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

Performance Based Compensation Projects

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

ARTICLE 12 ASSOCIATION REPRESENTATIVES

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

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

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

ARTICLE 13 DISCIPLINARY ACTION

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

Whenever it is alleged that an employee has violated any rule, regulation, or policy, or has acted in such manner that would warrant the consideration of discipline, the employee shall be notified that discipline is being considered and shall be provided with an explanation of the charges under consideration. The employee shall have the right to have a representative present during any investigatory questioning of the employee that might lead to disciplinary action. Unless unavailable, the employee should be scheduled for a private disciplinary session for the presentation of the charges under consideration. ~~and will be given a reasonable opportunity (no less than 48 hours) to obtain a representative of his or her own choosing at any disciplinary session held~~ The employee and the Association shall be notified in writing forty-eight (48) hours prior to a discipline presentation and shall include notification to the employee of his or her right to have a representative of his/her choice present. The County agrees to provide the Association, at the time of the discipline presentation session, a copy of the Disciplinary Action Report and all supporting documentation. The parties agree to conduct disciplinary action sessions in a professional manner. Any questions which the employee may have should be answered. The response of the employee, including any explanation of the incident or mitigating circumstances shall be noted. ~~The~~ An employee ~~must be allowed~~ shall have the ~~opportunity~~ right if desired, to respond orally ~~at such disciplinary session~~ or in writing ~~within a reasonable time but, unless otherwise mutually agreed to, no more than five work~~ and shall be given a minimum of seven (7) calendar days to ~~the charges made~~ prepare said response. ~~The employee's~~ This response must ~~become a part of the disciplinary action report and taken into consideration prior to~~ be presented before a discipline recommendation is made. After the recommendation is made, the employee's response must be taken into consideration before a final determination ~~being~~ is made.

Neither formal nor informal counseling is considered to be disciplinary action. An employee being presented a formal counseling may request a representative. The County agrees to provide the Association, at the time of the formal counseling session, a copy of the Record of Counseling and all supporting documentation. An employee who receives a formal record of counseling will be

permitted to attach a written rebuttal to the counseling form by submitting it within seven (7) calendar days from the receipt of the counseling. The formal record of counseling and rebuttal, if any, will be reviewed by the supervisor of the employee who prepared the counseling, prior to it being placed in the affected employee's personnel file. Upon request of the employee, a Record of Counseling form shall be marked "no longer in effect" after two (2) years of good performance during which the employee has not been the subject of disciplinary action or further formal counseling.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 14 PERFORMANCE EVALUATION AND APPEALS

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

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

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

4. Within thirty (30) days following the hearing, the panel will submit a written report of their findings and decision to the Human Resources Director or equivalent position as determined by the County. A majority of the panel may sustain or revise the evaluation, either because of failure to

follow procedure or on the merits of the evaluation itself. The Human Resources Director, or equivalent position as determined by the County, will forward the panel's findings and decision to the appropriate department director for implementation.

5. Public Health Trust employees are not covered by the provisions of Administrative Order 7-19, Performance Evaluation.

ARTICLE 15 PROBATIONARY PERIOD

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

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

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

ARTICLE 16 TRANSFERS WITHIN A DEPARTMENT

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

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

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

ARTICLE 17 LAYOFFS, RECALL AND REEMPLOYMENT RIGHTS

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

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

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

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

The County may require that employees bumping into a department as a result of a layoff related action satisfactorily demonstrate their proficiency to perform the essential functions of the new position within a reasonable period of time, not to exceed thirteen (13) pay periods, as

determined by the concerned department director and approved by the Human Resources Department or equivalent. It is understood that employees bumping into a Department as a result of a layoff related action will receive appropriate orientation and training as determined necessary by the concerned Department. Proficiency shall be defined as the knowledge, skills and abilities to perform the essential functions of the job and shall not apply to performance issues.

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

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

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

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

ARTICLE 18 ACTING APPOINTMENTS

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

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

ARTICLE 19 WORK IN HIGHER CLASSIFICATION

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

ARTICLE 20 SICK LEAVE

1. The sick leave policy as stated in the Personnel Rules and Leave Manual shall remain in force and effect unless modified by this collective bargaining agreement.
2. Full-time employees shall earn ninety-six (96) hours of sick leave per year in accordance with the Leave Manual.
3. The portion of a full-time employee's first six (6) days that are unused at the end of the employee's leave year shall be added to the employee's annual leave; the balance shall be deposited in the employee's sick bank. Bargaining Unit employees with 20 or more years of >>continuous<< service may, upon written request, receive payment for the sick leave hours that qualify to be converted to annual leave each year.

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

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

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

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

ARTICLE 21 ANNUAL LEAVE

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

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

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

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

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

ARTICLE 22 BEREAVEMENT LEAVE AND EMERGENCY SICK LEAVE

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

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

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

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

ARTICLE 23 DISABILITY LEAVE

Eligible bargaining unit employees shall be entitled to short-term disability leave benefits in accordance with coverage provided by the Miami-Dade County Code except that payment for disability leave for all bargaining unit employees hired after May 1, 1979 shall be 80% of employee's salary less all Worker's Compensation weekly indemnity payments. In the event the parties reopen the contract on any economic issues, the County shall have the right to reopen this Agreement to discuss issues and changes related to the County's Service Connected Disability Program under Section 2.56 of the Miami-Dade County Code.

ARTICLE 24 MILITARY LEAVE

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

ARTICLE 25 DEATH BENEFIT

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

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

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

ARTICLE 26 LEAVE WITH PAY

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

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

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

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

4. The Association President and ~~First Vice President~~ two (2) additional County bargaining unit employees will be released from duty with pay to administer this Agreement. Effective the beginning of the first pay period immediately following ratification and approval of this Agreement by the Board of County Commissioners, one (1), additional County bargaining unit employee, designated in writing by the Association President to the Director of ~~Employee and~~ Labor ~~Relations~~ Management and Compensation and concerned department director, will be released from duty with pay to administer this Agreement. This leave with pay benefit

is also provided for in the Government Supervisors Association of Florida/OPEIU, Local 100-Professional Employees Collective Bargaining Agreement and is not meant to be duplicated.

ARTICLE 27 LEAVE OF ABSENCE WITHOUT PAY

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

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

ARTICLE 28 HOLIDAYS

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

New Year's Day	Veteran's Day
M. L. King's Birthday	Thanksgiving
Presidents' Day	Friday After
Memorial Day	Thanksgiving
Independence Day	Christmas Day
Labor Day	Employee's Birthday
Columbus Day	One Floating Holiday

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

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

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

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

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

6. Holidays falling on Saturdays are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed on the following Monday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

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

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

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

These holidays shall be designated as unpaid furlough days. The Union agrees that work on a designated furlough day must be authorized in advance by the Department Director or designee. In the event that an employee is scheduled to work on a designated furlough day,

and the employee is absent, the absence on the day will be treated as an unpaid furlough day and "unauthorized" until appropriate documentation or explanation is provided to substantiate the absence.

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

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

10. Employees who work a full shift on the day the County observes the Independence Day, Thanksgiving, and/or Christmas Holidays, shall earn Administrative Leave time equal to the amount of hours worked to be used at the mutual convenience of the employee and the Department and in accordance with the County's Leave Manual and Departmental Standard Operating Procedures (DSOP). Any Administrative Leave hours earned under this provision may only be used within twelve months after they are earned.

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

ARTICLE 29 HOLIDAY PREMIUM PAY AND LEAVE

1. Except as set forth in section 9 of this Article, Holiday Leave shall be a term used to credit employees who are required to work on a holiday. Holiday Leave may be used for the same purpose as annual leave and is payable upon separation. To qualify for Holiday Premium and Leave, an employee must be in a pay status for a full day on his assigned work days that immediately precede and immediately follow the day on which the holiday is observed.

2. Holiday Leave can be accrued to a maximum of ~~200~~ 240 hours for those employees designated as non-job basis, by the Pay Plan.

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

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

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

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

7. When a holiday falls on an employee's regularly scheduled work day, and he/she is required to work on that day, in addition to his/her regular day's pay, shall receive Holiday Leave or straight time pay on an hour for hour basis, with a minimum guarantee of four (4) hours regardless of the number of hours actually worked.

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

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

ARTICLE 30 OVERTIME COMPENSATION

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

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

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

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

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

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

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

ARTICLE 31 WORK SCHEDULING

1. The standard work week commences at 12:01 a.m. each Monday and ends at 12:00 p.m. midnight of the following Sunday except for employees of the ~~Human~~ Public Health Trust

40

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

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

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

4. This article 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 17.

5. Bargaining unit employees when assigned by Miami-Dade Transit Department to work a "split shift" as described under Section VI, Paragraph C of the Miami-Dade County Pay Plan shall not be scheduled for a nonpaid "intervening time" during his split shift which exceeds four (4) hours.

6. The County will advise the Association of new proposed split shift schedules for bargaining unit classifications not currently on this work schedule. At the request of the Association the County will discuss alternate proposals to split shifts for bargaining unit classifications not currently on this shift. Such discussions will be held in a special labor management committee meeting. Following the labor management committee meeting, the Association may request a review of new split shift schedules by a representative of the County ~~Manager~~ Mayor's office whose decision shall be final and binding and not subject to review as a grievance. Following this review, nothing contained herein shall prevent the County from implementing such work schedules.

7. Employees required to attend jury duty on their regular days off may request that their work schedule be reviewed for possible adjustment to provide different days. The concerned

department may consider such schedule changes when operationally feasible. The Department's decision is final.

ARTICLE 32 EMERGENCY ACTION

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

ARTICLE 33 ENTRANCE PAY RATES

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

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

ARTICLE 34 WAGES

~~First Year 2008 – 2009~~ 2011-12

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

~~Second Year 2009 – 2010~~ 2012-13

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

~~Third Year 2010 – 2011~~ 2013-14

~~Effective the beginning of the last pay period in September 2011, all employees in bargaining unit classifications shall receive a two percent (2%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).~~ Effective January 1, 2014, the monies comprising the health care contribution shall be reinstated to the employees' pay, provided however, that the County shall have the right to reopen this provision of the Collective Bargaining Agreement, in advance, for the purposes of negotiating whether these or similar reductions will be continued. In the event that the County chooses to reopen this provision and the parties are unable to reach an agreement, the dispute shall be submitted to the County

Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the impasse in accordance with the requirements of State Law.

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

ARTICLE 35 BACK PAY

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

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

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

ARTICLE 36 NIGHT SHIFT PAY DIFFERENTIAL

Employees assigned to work shifts which have the major portion of the scheduled hours of work occurring between the shift hours of 6:00 p.m. and 6:00 a.m. shall be entitled to receive a differential of two (2) pay steps for the entire work shift. Effective upon ratification of this agreement, the two (2) pay step differential shall be reduced to one (1) pay step. Employees assigned to daytime shifts, who work ~~on an overtime basis~~ into the time period stated above, will ~~receive the standard time and one-half overtime rate~~ be paid in accordance with Article ~~29~~ 30, but not the night shift premium rate. Employees assigned to work shifts which are equally divided before and after 6:00 p.m. will be entitled to receive a pay differential of one (1) pay step for the entire work shift.

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

An employee shall not have his or her regular work shift changed solely to avoid the payment of night shift differential.

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

ARTICLE 37 TIME IN GRADE PROVISION

Employees may receive additional pay step increments for continuous service in the same classification based upon eligibility set forth in County Pay Plan or Public Health Trust

Administrative Orders. Eligibility calculations for service in grade requirements are based on County service after October 1, 1957, as described below.

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

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

ARTICLE 38 GROUP HEALTH INSURANCE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 39 CALL BACK

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

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

such communication extends beyond fifteen minutes; in such event, compensation at the overtime rate shall be paid for actual time spent responding to such communication.

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

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

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

ARTICLE 40 JOB BASIS

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

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

Job basis employees who are directed to and work in excess of their normal work schedule, including those employees who are officially placed in an on-call status by their Department to respond to emergencies, will be granted administrative leave by the Department, in accordance with the provisions of the Leave Manual and the provisions of this Article below. It is the County and Public Health Trust's policy to allow Department Directors to grant appropriate Administrative Leave to job basis employees in recognition of extraordinary work efforts or extended work hours in accordance with the provisions of the County and Public Health Trust Leave Manuals. Department Directors are encouraged to ensure the equitable award of Administrative Leave to job

basis employees whenever warranted and in conjunction with the County and Public Health Trust policy on working hours for job basis employees. The County and the Association will continue to discuss this provision in applicable Department Labor Management Committee meetings. Additionally, in recognition of work performed in excess of their normal work schedule, employees in job-basis position classifications will be eligible to receive the following:

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

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

ARTICLE 41 EXEMPT STATUS EMPLOYEES

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

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

ARTICLE 42 LONGEVITY BONUS

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

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

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

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

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ARTICLE 43 MILEAGE PAYMENT

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

ARTICLE 44 SAFE DRIVER AWARDS

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

ARTICLE 45 VOTING

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

CONDITIONS

1. The employee must be a registered voter; and

2. Must be scheduled for a shift of at least eight (8) hours duration on Election Day; and

3. More than one-half (1/2) of the hours of the scheduled shift must be between 7:00 a.m. and 7:00 p.m. on Election Day.

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

51

ARTICLE 46 BULLETIN BOARDS

The County and Public Health Trust shall furnish the Association with bulletin board space for the posting of Association Meeting notices, Election notices, and newsletters.

ARTICLE 47 PHARMACY DISCOUNTS

Public Health Trust employees in the bargaining unit may purchase hospital formulary drugs from the Trust's Outpatient Pharmacy during its regular operating hours. The charges to employees in this bargaining unit will be consistent with the current charges paid by other Trust employees.

ARTICLE 48 SERVICES TO THE ASSOCIATION

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

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

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

Board of County Commission Agendas
Public Health Trust Agendas and Minutes
Public Health Trust Personnel Policies
Public Health Trust Administrative Orders
Examination Announcements
Training and Benefit Bulletins
~~Classifications Specifications (3)~~
Proposed Budget
Final Budget
Pay Plan (5)
~~Employee Newspaper~~

The County shall notify the Association of scheduled New Employee Orientation sessions and allow the Association to set up a table in the lobby of the building wherein the orientation is

scheduled, on the day of the orientations. The Association will limit their activities only to the distribution of informational material.

ARTICLE 49 SAFETY AND HEALTH

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

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

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

ARTICLE 50 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT

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

2. The County reserves the right and authority to establish, implement, revise or modify policies, procedures, and all other rules and regulation, including but not limited to,

Administrative Orders, Implementing Orders, Personnel Rules, Pay Plan, and Department Rules or Regulations, not in conflict with the provisions of this Agreement. This right and authority shall include but is not limited to the County's right to revise promotional criteria and the duration of promotional eligibility lists in accordance with the Miami-Dade County Personnel Rules.

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

a. Determine the missions and objectives of the County.
b. Determine the methods, means and number of personnel needed to carry out Departmental responsibilities;
c. Take such actions as may be necessary to carry out services during emergencies;
d. Direct the work of the employee, determine the amount and type of work needed, and in accordance with such determination relieve employees from duty because of lack of funds or lack of work;
e. Discipline or discharge classified service employees for just cause in accordance with applicable sections of the Miami-Dade County Code, Personnel Rules and Administrative Order;
f. The right to make rules and regulations;
g. Schedule operations and shifts;
h. Introduce new or improved methods, operations and facilities;
i. Hire, examine, classify, promote, train, transfer and assign employees;
j. Schedule and assign overtime work as required;
k. Contract out for goods or services; provided that the County shall give the Association at least sixty (60) days written notice in contracting out for services currently being performed by bargaining unit members. The County will provide to the Union copies of Requests for Proposals that specifically pertain to the contracting out for services that are currently being performed by bargaining unit employees. The County agrees that, when a department submits a written recommendation to contract out for services currently being performed by bargaining unit employees, a copy of such recommendation shall be sent forthwith to the Union. This clause shall not be construed as a waiver of any other right either party may have under this Agreement or applicable law.
l. Determine the utilization of technology;
m. Such other rights, normally consistent with management's duty and responsibility for operation of County services;

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

ARTICLE 51 TOXICOLOGY AND ALCOHOL TESTING

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

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

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

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

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

If the Urban Mass Transportation Administration (UMTA) promulgates rules and regulations regarding toxicology testing that conflict with the specific terms of this Article, the parties agree to reopen negotiations regarding the provisions of this Article.

ARTICLE 52 PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS

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

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

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

concerned Department from administering appropriate disciplinary action in accordance with the Miami-Dade County Personnel Rules and this Collective Bargaining Agreement.

ARTICLE 53 COMPLETE AGREEMENT AND WAIVER OF BARGAINING

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

ARTICLE 54 PREVAILING BENEFITS

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

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

ARTICLE 55 VEHICLES

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

ARTICLE 56 SPECIAL WAGE PROVISIONS

1. Miami-Dade Transit Agency Rail Supervisory employees who are designated by the Department to regularly function as instructors for Rail Operations Training will be eligible to receive the equivalent of a one (1) pay step increase.

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

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

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

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

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

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

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

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

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

- Suspension of one (1) pay step for employees receiving the supplement associated with the National Child Development Association certification;

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

ARTICLE 57 SEVERABILITY CLAUSE

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

ARTICLE 58 STRIKES AND LOCKOUTS

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

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

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

ARTICLE 59 TERM OF AGREEMENT AND REOPENING

The collective bargaining agreement between Miami-Dade County, the Public Health Trust, and the Government Supervisors Association of Florida, OPEIU Local 100 - Supervisory Employees, shall be effective October 1, 2008<u>11</u> and continue until September 30, 2014<u>4</u>.

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

In the event that during the term of this Agreement (October 1, 2008<u>11</u> to September 30, 2014<u>14</u>) another County collective bargaining unit successfully negotiates an across the board wage increase which is effective during the term of this Agreement and is greater than the wage

increase provided for under Article 34 Wages, the Association will have the right to request the reopening of negotiations with respect to Article 34 Wages only.

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

Either party may require by written notice to the other between ~~June~~ April 1, 201~~1~~4, and not later than ~~June 30~~ May 31, 201~~1~~4, negotiations concerning modifications, amendments, and renewal of this Agreement to be effective October 1, 201~~1~~4. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 20~~1~~14 through September 30, 20~~1~~15.

61

This Agreement signed this _____ day of _____, 2009~~09~~11.

For The Government Supervisors Association OPEIU, Local 100 – Supervisory	For Miami-Dade County and the Public Health Trust
_____ President	_____ Mayor, Miami-Dade County
_____ Vice President	_____ ~~County Manager~~ Deputy Mayor
_____ Witness	_____ Human Resources ~~Department~~ Division Internal Services Department~~-~~
_____ Witness	_____ Director of ~~Employee and~~ Labor ~~Relations~~ Management and Compensation Division
_____ Witness	_____ ~~Witness~~ President, Public Health Trust
_____ Witness	_____ Witness
_____ Witness	_____ Witness
_____ Witness	_____ Witness

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

OCCUPATIONAL TITLE	OCC. CODE NUMBER
311 CALL CENTER SUPERVISOR	**001189**
ACCOUNTANT 1	000315
ACCOUNTANT 2	000316
ACCOUNTANT 3	000317
ACCTS PAYABLE COMPLIANCE SPECIALIST	**000328**
ADMINISTRATIVE OFFICER 3	000812
AIRCRAFT TECHNICIAN SUPERVISOR	**006107**
~~AIRFIELD OPERATIONS SUPERVISOR~~	~~005202~~
AIRPORT BLDG MAINTENANCE SUPERINTENDENT	005264
~~AIRPORT BUILDING MANAGEMENT SYSTEMS SUPERINTENDENT~~	~~006436~~
AIRPORT DELINQUENT ACCOUNTS MANAGER	005244
AIRPORT FACILITIES SUPERINTENDENT	005272
AIRPORT FIRE SUPPRESSION SYSTEM SUPERVISOR	005276
AIRPORT GROUNDS MAINTAINANCE SUPERVISOR	005258
AIRPORT LIGHTING SUPERVISOR	005274
AIRPORT LOAD BRIDGE MAINTENANCE SUPERVISOR 1	005267
AIRPORT LOADING BRIDGES MAINTENANCE SUPERVISOR 2	005268
AIRPORT MAINTENANCE CONTRACT SPECIALIST	005260
AIRPORT MAINTENANCE SUPERINTENDENT	005266
AIRPORT MAINTENANCE SUPERVISOR	005262
AIRPORT OPERATIONS SUPERVISOR	005202
AIRPORT PLANT MAINTENANCE SUPERVISOR	**005265**
AIRPORT REVENUE CONTROL ANALYST 3	005239
AIRPORT SERVICE EQUIPMENT MAINTENANCE SUPERVISOR	005256
AIRPORT TELECOMMUNICATION SUPERINTENDENT	005280
ANIMAL CARE SPECIALIST SUPERVISOR	**001148**
ANIMAL SERVICES CUSTOMER SERVICE SUPERVISOR	**009280**
ANIMAL SERVICES CLINIC SUPERVISOR	**001162**
ANIMAL SERVICES COLLECTIONS SUPERVISOR	**001163**
ARBORIST	**007251**
ARCHITECT 3	001034

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

ARCHITECT 4	001035
AREA SUPERVISOR	**003169**
ARRA CLERK 4	**009461**
ASSISTANT BEACH MAINTENANCE SUPERVISOR	**007367**
ASSISTANT FAMIS COORDINATOR	**000323**
ASSISTANT RANGE MASTER	**009125**
ASSISTANT TENNIS FACILITY MANAGER	**009125**
ASSOCIATE TEACHER	**003708**
ASSISTANT COMPUTER OPERATIONS SUPERVISOR	001820
ASSISTANT MANAGER MDC AUDITORIUM	**007329**
ASSISTANT PEST CONTROL MANAGER	**006463**
~~ASSISTANT PLANT SUPERINTENDENTAWASTEWATER~~	~~005977~~
~~ASSISTANT SEAPORT SECURITY CHIEF~~	~~001304~~
ASSISTANT TRANSFER STATION SUPERINTENDENT	006338
~~ASSISTANT WASTE PLANT SUPERINTENDENT~~	~~006348~~
AVIATION ADVERTISING SERVICES SUPERVISOR	005222
AVIATION APM SYSTEMS SUPERVISOR	**005279**
AVIATION CUSTOMER SERVICE SUPERVISOR	**005207**
AVIATION INTERIOR DESIGN & SPACE PLANING SUPERVISOR	**005219**
AVIATION MAINTENANCE SERVICES SUPERINTENDENT	**005263**
~~AVIATION PROGRAMS & SPECIAL EVENTS COORDINATOR~~	~~005220~~
AVIATION PROPERTY MANAGER 3	005212
AVIATION PROTOCOL SPECIALIST	**005361**
AVIATION SECURITY ANALYST	**005289**
AVIATION SECURITY COORDINATOR	005288
AVIATION SIGNAGE SUPERVISOR	005286
AVIATION SPECIAL EVENT & CONFERENCE COORDINATOR	005220
AVIATION TELECOMMUNICATION SYSTEMS SUPERVISOR	**005278**
AVIATION WAREHOUSE & PURCHASING SUPERVISOR	005277
BEACH MAINTENANCE SUPERVISOR	007368
BEACH OPERATIONS & MAINTENANCE SUPERVISOR	**007369**
BEACH SAFETY MANAGER	007270

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

BIOLOGIST 3	**001532**
BNC CODE ENFORCEMENT CLERK SUPERVISOR	**002222**
BNC COLLECTION SPECIALIST	**002219**
BNC COMPLIANCE SUPERVISOR	**002209**
BNC LIEN COLLECTION MANAGER	**002211**
BNC LIEN COLLECTION SUPERVISOR	**002210**
BNC PERMIT CLERK SUPERVISOR	**002231**
BNC PERMIT RECORDS SUPERVISOR	**002215**
BNC REMEDIATION MANAGER	**002214**
BNC UNSAFE STRUCTURES SUPERVISOR	**002223**
BRIDGE SUPERVISOR 1	006051
BRIDGE SUPERVISOR 2	006052
BUILDING ENFORCEMENT COLLECTION SUPERVISOR	002205
BUILDING FIELD UNIT SUPERVISOR	002107
BUILDING MAINTENANCE SUPERVISOR	006469
BUILDING MANAGEMENT SYSTEMS SUPERINTEDENT	006436
BUILDING MANANGEMENT SYSTEMS ~~SUPERINTENDENT~~ **SUPERVISOR**	006435
BUS TRAFFIC CONTROLLER	008110
BUSINESS DEVELOPMENT SUPERVISOR	**003679**
C & R INMATE PROPERTY MANAGER	**004555**
C & R INMATE TELEPHONE SYSTEM SUPERVISOR	**004547**
C & R TRADE SUPERINTENDENT	**004557**
C & R WAREHOUSE SUPERVISOR	**004556**
C&R CHAPLAIN & MINISTRIES COORDINATOR	**009571**
C&R COOK 2	004510
C&R FACILITIES MANAGER	004558
C&R FACILITIES SUPERINTENDENT	004559
C&R FOOD SERVICES SUPERVISOR 1	004529
C&R FOOD SERVICES SUPERVISOR 2	**004530**
C&R INVESTIGATIONS SPECIALIST 2	004536
C&R PROPERTY MANAGER	**004565**

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

C&R PROPERTY ROOM SUPERVISOR	**004516**
C&R SUPPLY SUPERVISOR	**004553**
C&R VIDEO SPECIALIST	**004545**
CAA FOOD SERVICES MANAGER	**003731**
CAA FOOD SERVICES OPERATIONS MANAGER	**003732**
CAA HEALTH SERVICES COORDINATOR	**003733**
CAA MONITORING SUPERVISOR	**003750**
CAA NUTRITION SERVICES COORDINATOR	**003756**
CAA NUTRITION SERVICES SUPERVISOR	**003755**
CAA TRANSPORTATION COORDINATOR	**003725**
CAA WEATHERIZATION/MAINTENANCE SUPERVISOR 1	**003727**
CAA WEATHERIZATIONN/MAINT SUPERVISOR 2	**003728**
CAPITAL IMPROVEMENT COMPLIANCE SPECIALIST	**000724**
CARPENTER SUPERVISOR	006509
CASHIER 3	000303
CAUSEWAY EQUIPMENT SUPERVISOR	**001290**
~~CENTRAL SERVICE ASSISTANT SUPERVISOR*~~	~~———~~
~~CENTRAL SERVICE SUPERVISOR*~~	~~———~~
~~CENTRAL SUPPLY SUPERVISOR*~~	~~———~~
CHEMIST 3	001527
~~CHIEF ENFORCEMENT OFFICER~~	~~002248~~
~~CHIEF RAIL VEHICLE SUPERVISOR~~	~~008169~~
CHIEF SUPERVISOR GUIDEWAY INSPECTION	008196
CHIEF SUPERVISOR INSPECTION & REPAIR	008182
CHIEF SUPERVISOR METROMOVER MAINTENANCE	008189
CHIEF SUPERVISOR RAIL SHOP MAINTENANCE	008176
CHIEF SUPERVISOR RAIL STRUCTURE MAINTENANCE	008181
~~CHIEF SUPERVISOR TRAIN CONTROL/TRACTION POWER~~	~~008175~~
CHIEF SUPERVISOR RAIL TRACK MAINTENANCE	008185
CHIEF SUPERVISOR RAIL TRAFFIC CONTROL	008161
CHIEF SUPERVISOR RAIL VEHICLE REPAIR	008169
CHIEF SUPERVISOR TRAIN CONTROL & TRACTION POWER SYSTEMS	**008175**

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

CHIEF SUPERV RAIL TRANSPORTATION	**008162**
CHIEF W & S PLANT OPERATOR	**005557**
CIRCULATION SERVICES SUPERVISOR	**007126**
CLAIMS ADMINISTRATOR	001918
CLERK 3	000012
CLERK 4	000013
CODE ENFORCEMENT SUPERVISOR	004063
~~COMMUNICATION ENGINEER3/ETSD INFRASTRUCTURE SYSTEMS ENGINEER*~~	~~001748~~
COMMUNITY IMAGE MAINTENANCE COORDINATOR	**001226**
COMMUNITY RESOURCE COORDINATOR	**003721**
COMPUTER OPERATIONS MANAGER	**001822**
COMPUTER OPERATIONS SUPERVISOR	001821
COMPUTER OPERATIONS SUPPORT SUPERVISOR 2	001804
COMPUTER TECHNICIAN 2	001827
COMPUTER TECHNICIAN SUPERVISOR	001830
CONSOLE SECURITY SUPERVISOR	**006458**
CONSTRUCTION & RENOVATION SUPERVISOR 1	006426
CONSTRUCTION & RENOVATION SUPERVISOR 2	006427
CONSTRUCTION COST ESTIMATOR 2	006453
CONSTRUCTION MANAGER 1	006610
CONSTRUCTION MANAGER 2	006611
CONSUMER PROTECTION INVESTIGATION ANALYST	**002546**
CONSUMER SERVICES COLLECTION SUPERVISOR	**002548**
CONSUMER SERVICES ENFORCEMENT SUPERVISOR	**002547**
CONTRACTS CERTIFICATION SPECIALIST 1	**009081**
CONTRACTS CERTIFICATION SPECIALIST 2	**009082**
CONTRACT COMPLIANCE SPECIALIST 1	**000876**
CONTRACT COMPLIANCE SPECIALIST 2	000877
COOK 3	006088
CORRECTIONAL COMMISSARY SUPERVISOR	**004528**
~~CORRECTIONAL LIEUTENANT~~	~~004505~~
~~CORRECTIONS & REHABILITATION COOK 2~~	~~004510~~

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

~~CORRECTIONS & REHABILITATION FACILITIES MANAGER~~	~~004558~~
~~CORRECTIONS & REHABILITATION INMATE TELEPHONE SYSTEMS SUPERVISOR~~	~~004547~~
~~CORRECTIONS & REHABILITATION PROPERTY ROOM SUPERVISOR~~	~~004516~~
COURT RECORDS SUPERVISOR 1	004060
COURT RECORDS SUPERVISOR 2	004061
COURT RECORDS SUPERVISOR 3	004062
COURTS ADMINISTRATIVE COORDINATOR	**004005**
COURTS MAIL CENTER SUPERVISOR	004015
CREDIT & COLLECTIONS SUPERVISOR	000309
CUSTODIAL WORKER SUPERVISOR 1	006004
CUSTODIAL WORKER SUPERVISOR 2	006005
CUSTODIAL WORKER SUPERVISOR 3	006006
CUSTOMER SERVICE SUPERVISOR 1	005904
CUSTOMER SERVICE SUPERVISOR 2	005905
DATA CONTROL SUPERVISOR 1	001637
DATA ENTRY SUPERVISOR	**000018**
DEERING ESTATE GROUNDS MAINTENANCE COORDINATOR	**007356**
DEERING ESTATE MARKETING SPECIALIST	**007295**
DERM RECORDS COORDINATOR	**001563**
DERM SYSTEM PRODUCTION SUPERVISOR	**001515**
DRIVER ATTENDANT SUPERVISOR	002834
DRIVER MESSENGER SUPERVISOR	006203
DUPLICATION EQUIPMENT SUPERVISOR	001282
EDUCATION SERVICE MANAGER	**003714**
ELECTIONS LOGISTICS SUPERVISOR	**002409**
ELECTIONS OUTREACH SUPERVIOR	**002406**
ELECTIONS RECORDS TECHNICIAN	**002407**
ELECTIONS SUPERVISOR 1	002410
ELECTIONS SUPERVISOR 2	002412
ELECTRICAL FIELD UNIT SUPERVISOR	002129
ELECTRICIAN SUPERVISOR	006512

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

ELECTRONIC ELECTRICAL EQUIPMENT SUPERVISOR	006574
~~ELECTRONIC - ELECTRICAL SYSTEMS SUPERVISOR~~	~~006575~~
ELEPHANT MANAGER	**007407**
ELEVATOR CODE RECORDS SUPERVISOR	**002104**
ELEVATOR FIELD INSPECTOR SUPERVISOR	**002103**
ELEVATOR PROCESSING SPECIALIST	**002102**
ELIGIBILITY SUPERVISOR	003012
EMD QUALITY ASSURANCE SPECIALIST 2	004145
EMERGENCY MANAGEMENT COORDINATOR	004170
EMPLOYEE DEVELOPMENT SPECIALIST 3	000444
ENGINEER 3	001022
ENGINEERING SURVEY TECHNICIAN SUPERVISOR	001012
ENVIRONMENTAL SPECIALIST SUPERVISOR	**001562**
ETSD INFRASTRUCTURE SYSTEMS MANAGER	**001748**
EZ PROGRAM MANAGER & COMPLIANCE SPECIALIST	**003631**
~~FIRE ALARM BUREAU MANAGER~~	~~004126~~
FIRE COMMUNICATIONS OFFICER	004124
FIRE DEPT VIDEO SPECIALIST	**004142**
FIRE MANAGEMENT ANALYST ADMINISTRATOR	**004149**
FIRE SAFETY SPECIALIST 2	004135
FIRE SUPPLY BUREAU SUPERVISOR	004120
FIRE-RESCUE CENTER ADMINISTRATOR	**004169**
FLEET ADMINISTRATIVE SUPERVISOR	**006139**
FLEET MANAGEMENT ANALYST 1	**006126**
FLEET MANAGEMENT ASSISTANT FACILITY SUPERVISOR	006130
FLEET MANAGEMENT FACILITY SUPERVISOR	006131
FLEET MANAGEMENT PROCUREMENT SUPERVISOR	**006137**
FLEET MANAGEMENT TRAINING SPECIALIST	**006135**
FLOOD PLAIN PROGRAM SUPERVISOR	001511
FOOD SERVICE MANAGER	006090
FOOD SERVICE SUPERVISOR 1	006083
FORENSIC EVIDENCE RECOVERY SUPERVISOR	**002917**

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

FORENSIC PHOTOGRAPHER SUPERVISOR	**002944**
FOSTER GRANDPARENT COORDINATOR	003752
FOSTER GRANDPARENT SUPERVISOR	003751
GENERAL AVIATION AIRPORT SUPERVISOR	005218
GIC ADVERTISING ASSISTANT	**002328**
GOB CONSTRUCTION ANALYST	**000293**
GOLF COURSE MANAGER	**007352**
GRAPHICS DESIGNER	**000244**
GRAPHICS SUPERVISOR	000269
GREATER MIAMI SERVICE CORP TEAM SUPERVISOR	**003760**
GREATER MIAMI SERVICE CORPS CENTER DIRECTOR	**003759**
GSA ASSET MANAGEMENT & DEVELOPMENT OFFICER	**000258**
GSA BUILDING MANAGER 1	006488
GSA BUILDING MANAGER 2	006489
GSA MANAGER EQUIPMENT SERVICES	**006142**
GSA PARKING FACILITY MANAGER	**006464**
~~SIGNAGE & DESIGN MANAGER~~	~~006477~~
~~GSA SURPLUS PROPERTY SUPERVISOR~~	~~000225~~
GSA UTILITIES SUPERINTENDENT	**006446**
GUARD SUPERVISOR	**001277**
HEADSTART EARLY EXPANSION SUPERVISOR	**003767**
HOME CARE AIDE SUPERVISOR	003212
HORTICULTURIST	**007355**
HOUSING FINANCE AUTHORITY COMPLIANCE SPECIALIST	**000326**
HOUSING INSPECTOR 2	002156
HRD NEW HIRE CENTER SUPERVISOR	**000453**
HRD RECORDS SUPERVISOR	**000460**
HYDROGEOLOGIST 3	001522
ILLEGAL DUMPING ENFORCEMENT SUPERVISOR	**006325**
INCLUSION ASSESSMENT PROGRAM MANAGER	**003073**
INFORMATION OFFICER	002307
INSURANCE DATA SUPERVISOR	**001927**

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

INTERIOR DESIGN SPECIALIST	006481
INVESTMENT PORTFOLIO CLERK	**000329**
JOB TRAINING PROGRAM ADMINISTRATOR	003824
JOB TRAINING SUPERVISOR	**003816**
JR COURTS OPERATIONS OFFICER	**004004**
JSD STATISTICS & RESEARCH SPECIALIST	**009376**
JUVENILE ASSESSMENT COUNSELOR SUPERVISOR 2	**004398**
LABOR SUPERVISOR 1	006040
LABOR SUPERVISOR 2	006041
LABOR SUPERVISOR 3	006042
LANDSCAPE SUPERVISOR 1	**007362**
LANDSCAPE SUPERVISOR 2	**007363**
LANDSCAPE SUPERVISOR 3	007364
~~LANDSIDE OPERATIONS SUPERVISOR~~	~~005204~~
LAUNDRY MANAGER	006020
LEGAL CLAIMS SUPERVISOR	**001908**
LIABILITY CLAIMS EXAMINER	001915
LIABILITY CLAIMS ~~SUPERVISOR~~ **MANAGER**	001916
LIBRARY FACILITY MAINTENANCE MANAGER	**007170**
LIBRARIAN 3	007153
LIBRARIAN 4	007154
LIBRARY BUILDING MAINTENANCE SPECIALIST	**007101**
LIBRARY BRANCH SUPERVISOR	**007165**
LIBRARY COLLECTION DEVELOPMENT MANAGER	**007162**
LIBRARY EXHIBIT & ARCHIVAL SUPERVISOR	007110
LIBRARY SECURITY & SAFETY MANAGER	**007175**
LIBRARY TRANSPORTATION SUPERVISOR	007111
LIBRARY TUTORING PROGRAM COORDINATOR	**009094**
LIGHT EQUIPMENT TECHNICIAN SUPERVISOR	006113
LIME PRODUCTION PLANT SUPERVISOR	005559
LOSS PREVENTION SPECIALIST	**001967**
LOSS PREVENTION SUPERVISOR	001969

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

MAIL CENTER SUPERVISOR	**000213**
MAINTENANCE SUPERVISOR	006468
MANAGED CARE CLAIMS EXAMINER	**001920**
MANAGER FOR HIRE VECHICLE FACILITY INSPECTION	**002511**
MANAGER, FORENSIC BUREAU OPERATION	**002962**
MANAGER, JOSEPH CALEB AUDITORIUM	007331
MANAGER MDT CONTRACTS & MAINTENANCE	**008348**
MANAGER MDT FACILITIES MAINTENANCE	008320
MANAGER P&R FRUIT & SPICE PARK	**007271**
MANAGER,MORGUE BUREAU OPERATION	**002964**
MDC TELEPHONE SYSTEM SUPERVISOR	**001726**
MDFR LIFEGUARD 2	**004159**
MDFR OCEAN RESCUE ADMINISTATOR	**004147**
MDFR STAFF SCHEDULER SUPERVISOR	**004140**
MDFR STAFFING BUREAU MANAGER	**004141**
~~MDHA FINANCE SUPERVISOR~~	~~003549~~
MDPD BLDG MANAGEMENT SUPERVISOR	**004375**
MDPD CROSSING GUARD SUPERVISOR	**004326**
MDPD INTELLIGENCE ANALYST SUPERVISOR	004253
MDPD MAIL CENTER SUPERVISOR	**004362**
MDPD SAFETY ADMINISTATOR	004251
~~MDPD SCHOOL CROSSING GUARD COORDINATOR~~	~~004328~~
MDPD WARRANTS TECHNICIAN SUPERVISOR	**004320**
MDPD WELLNESS PROGRAM FACILITY MANAGER	**004374**
MDPD WELLNESS PROGRAM SUPERVISOR	**004373**
MDPHA ASSISTANT SITE MANAGER	**003578**
MDPHA CONSTRUCTION LOAN OFFICER	**003448**
MDPHA HOUSING MANAGER	**003441**
MDPHA OCCUPANCY MANAGER	**003420**
MDPHA OFFER SUPERVISOR	**009132**
MDPHA REGIONAL COORDINATOR	**009129**
MDPHA RENT REASONABLENESS TECHNICIAN	**003454**

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

MDPHA SITE MANAGER	**003532**
MDT ELECTRONIC TECHNICIAN SUPERVISOR	008144
MDT MAINTENANCE PLANNER/SCHEDULER	008317
MDT FINANCIAL REVENUE & AUDITING SUPERVISOR	**008325**
MDT OPERATIONS/MAINTENANCE TRAINING SUPERVISOR	**008107**
MDT OPERATIONS/MAINTENANCE INSTRUCTOR	**008106**
MDT OPERATIONS DIVISION COORDINATOR	**008260**
MDT PARATRANSIT OPERATIONS SUPERVISOR	**008293**
MDT PARKING & ENFORCEMENT SUPERVISOR	**008213**
MDT PARKING OPERATIONS MANAGER	008147
~~MDT PROPERTY MANAGEMENT SUPERVISOR~~	~~008266~~
MDT PROPERTY MANAGER	008265
MDT SECURITY PROGRAM SUPERVISOR	008264
MDT SYSTEMS SAFETY SUPERVISOR	008365
MDT WARRANTY SUPERVISOR	008338
MECHANICAL FIELD UNIT SUPERVISOR	002149
MEDICAL EXAMINER CASE INVESTIGATOR	**002958**
MEDICAL EXAMINER PUBLIC INTERMENT PROGRAM COORDINATOR	**002920**
MEDIATION SERVICES SUPERVISOR	**002513**
MEDICOLEGAL INVESTIGATOR	**002955**
METROMOVER MAINTENANCE SUPERVISOR	008188
MICROGRAPHICS SUPERVISOR	000077
MIDDLEWARE SENIOR ADMINISTRATOR	**001884**
~~MOSQUITO CONTROL INSPECTOR 2~~	~~———~~
MOSQUITO CONTROL OPERATIONS MANAGER	**001254**
MOSQUIITO CONTROL SUPERVISOR	001253
MUSEUM SECURITY OFFICER 2	**007609**
NETWORK MANAGER 1	001832
NETWORK MANAGER 2	001833
NETWORK SYSTEM INTEGRATOR	001834
NEW BUSINESS SUPERVISOR 1	**005941**
NEW BUSINESS SUPERVISOR 2	**005942**

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

~~OCCUPATIONAL HEALTH AND SAFETY SUPERVISOR~~	~~004154~~
OCEAN LIFEGUARD 2	007268
OFFICE SUPPORT SPECIALIST 3	000022
P&R GOULDS CENTER MANAGER	**007324**
P&R INTERPRETIVE NATURE COORDINATOR	**007306**
P&R YOUTH EDUCATION TOWN CENTER MANAGER	**007290**
P&Z DEVELOPMENT SUPERVISOR	**002026**
P&Z SERVICES COORDINATOR	**002041**
P&Z SERVICES SUPERVISOR	**002053**
PAINTER SUPERVISOR	006518
PARALEGAL SUPERVISOR	**000306**
PARATRANSIT ELIGIBILTY SUPERVISOR	**008283**
PARATRANSIT OPERATIONS SUPERVSIOR	008296
PARATRANSIT SUPPORT SPECIALIST 1	008287
PARATRANSIT SUPPORT SPECIALIST 2	**009561**
PARK & RECREATION MANAGER 1	007320
PARK & RECREATION MANAGER 2	007321
PARK & RECREATION MANAGER 3	007322
PARK & RECREATION MANAGER 4	007323
PARK CONSTRUCTION & MAINTENANCE SUPERVISOR	**007372**
PARK SECURITY CHIEF	007225
PARK SECURITY SUPERVISOR	007224
PARK SERVICES OFFICER 3	007349
PARKING LOT ATTENDANT SUPERVISOR	006029
PARKS CONSTRUCTION SUPPLY SUPERVISOR	**007374**
PARKS EMPLOYEE RECORDS SPECIALIST	**007300**
PARKS MAINTENANCE SUPVERVISOR	**007366**
PARKS SIGN/GRAPHICS SUPERVISOR	007278
~~PASSENGER TRANSPORTATION ENFORCEMENT OFFICER 2~~	~~002521~~
PERSONNEL PAYROLL & SYSTEM SUPERVISOR	000467
PIPEFITTER SUPERVISOR	005541
PARKS GROUND/BALLFIELD MAINTENANCE SUPERVISOR	**007378**

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

PGTS COORDINATOR	**005292**
PLUMBER SUPERVISOR	006528
PLUMBING FIELD UNIT SUPERVISOR	002139
POLICE COMPUTERIZED REPORT SUPERVISOR	004350
POLICE PLANNER 2	004275
POLICE RECORDS SECTION SUPERVISOR 1	004316
POLICE RECORDS SECTION SUPERVISOR 2	**004318**
POLICE RECORDS SPECIALIST 2	004313
POLICE RECORDS SPECIALIST 3	004314
POLICE RECORDS TECHNICIAN 2	**004322**
POLICE RECORDS TECHNICIAN 3	**004323**
POLICE RECORDS TECHNICIAN SUPERVISOR	**004324**
POLLUTION CONTROL INSPECTOR 2	001535
POOL MANAGER	**007211**
POWER SYSTEMS SUPERVISOR	**006549**
PRINCIPAL PLANNER	002009
PROCUREMENT CONTRACTING AGENT	**000172**
PROCUREMENT CONTRACTING OFFICER 1	**009204**
PROCUREMENT QUALITY CONTROL SPECIALIST	**009130**
PROCUREMENT CONTRACTING SUPERVISOR	000174
PROPERTY APPRAISER SUPERVISOR 1	000140
PROPERTY APPRAISER SUPERVISOR 2	000141
PUBLIC FACILITIES MANAGER 1	007310
PUBLIC FACILITIES MANAGER 2	007311
PUBLIC FACILITIES MANAGER 3	007312
PUBLIC FACILITIES MANAGER 4	007313
PUBLIC FACILITIES MANAGER 5	**007314**
PUBLIC HOUSING MAINTENANCE SUPERVISOR	006467
PUBLIC WORKS SUPERVISOR 1	006046
PUBLIC WORKS SUPERVISOR 2	006047
PUBLIC WORKS SUPERVISOR 3	006048
PWD ENGINEERING PERMIT COORDINATOR	**001016**

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

RAIL STATION MONITOR	**008116**
RAIL STRUCTURAL INSPECTION SUPERVISOR	008179
~~RAIL STRUCTURAL/TRACK SUPERVISOR~~	~~009000~~
RAIL STRUCTURE/TRACK SUPERVISOR	008180
RAIL SUPERVISOR	008163
RAIL TRAFFIC CONTROLLER	008160
RAIL VEHICLE CLEANER SUPERVISOR	008167
RAIL VEHICLE MAINTENANCE SUPERVISOR	008168
RAIL YARD MASTER	008164
RANGE MASTER	**007218**
REAL ESTATE OFFICER	003556
RECORDS CENTER SUPERVISOR	000230
RECORDS MANAGEMENT SPECIALIST 2	**004025**
RECREATION SPECIALIST 2	007304
RECREATION SPECIALIST SUPERVISOR	007305
RECYCLING OPERATIONS SUPERINTENDENT	**006316**
RECYCLING OPERATIONS SUPERVISOR	**006315**
REF/AC MECHANIC SUPERVISOR	006533
REG COMM PARTICIPATION COORDINATOR	003720
REVENUE & PRODUCTIVITY ANALYST SUPERVISOR	**000345**
RISK MANAGEMENT INVESTIGATIONS SUPERVISOR	**001911**
ROAD & BRIDGE MAINTENANCE SUPERINTENDENT	**001039**
ROADWAY LIGHTING COORDINATOR	**001046**
ROOF FIELD UNIT SUPERVISOR	002111
RYAN WHITE FISCAL ADMINISTRATOR	**009567**
SAFETY SPECIALIST 2	001965
SBD CONSTRUCTION PROJECT MANAGER	**003680**
SBD CONTRACTOR COMPLIANCE OFFICER 2	003624
SBD CONTRACT COMPLIANCE OFFICER 1	**003623**
SBD CONTRACT DEVELOPMENT SPECIALIST 1	003625
SBD CONTRACT DEVELOPMENT SPECIALIST 2	003626
SCHOOL CROSSING GUARD COORDINATOR	004328

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

SEAPORT CONFERENCE COORDINATOR	**001374**
SEAPORT FACILITIES SUPERINTENDENT	**001434**
SEAPORT FACILITIES SUPERVISOR	001432
SEAPORT PASSENGER TERMINAL OPERATIONS MANAGER	**001318**
SEAPORT SECURITY COORDINATOR	**001303**
SEAPORT SECURITY OPER SUPERVISOR	**001305**
SEAPORT SECURITY SUPERVISOR 1	001301
SEAPORT SECURITY SUPERVISOR 2	001302
SEAPORT SUPERINTENDENT 1	001315
SEAPORT SUPERINTENDENT 2	001316
SECURITY ALARM SPECIALIST SUPERVISOR	**006552**
SENIOR COMPANION COORDINATOR	003754
SENIOR COMPANION FIELD SUPERVISOR	003753
SENIOR CONSTRUCTION SPECIFICATION WRITER	001027
SENIOR DATA SECURITY ANALYST	001856
SENIOR DATABASE ADMINISTRATOR	**001870**
SENIOR FORENSIC TECHNICIAN	**002952**
SENIOR OPERATING SYSTEM PROGRAMMER	001851
SENIOR PROCUREMENT CONTRACTING AGENT	**000173**
SENIOR RECORDS MANAGEMENT SPECIALIST	**004026**
SENIOR SYSTEMS ADMINISTRATOR	**001882**
SENIOR SYSTEMS ANALYST/PROGRAMMER	001845
SENIOR TRANSIT OPERATION SCHEDULER	008114
~~SENIOR TRANSIT SAFETY SPECIALIST~~	~~008206~~
SENIOR ZOOKEEPER	007402
SFWIB CONTRACTS SPECIALIST	**003830**
SFWIB FACILITY COORDINATOR	**003834**
SFWIB PROGRAM SERVICES SUPERVISOR	**003842**
SFWIB QUALITY ASSURANCE COORDINATOR	**003837**
SFWIB WORKFORCE MOBILE OPERATOR	**003845**
SFWIB YOUTH PROGRAM MANAGER	**003840**
SLUDGE DEWATERING PLANT SUPERVISOR	**005553**

77

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

SOCIAL SERVICES SUPERVISOR 2	**003010**
SOLID WASTE LANDFILL SUPERINTENDENT	**006347**
SPECIAL TAXING DISTRICT ZONE MANAGER	**007379**
STENOGRAPHIC REPORTER SUPERVISOR	000037
STOREKEEPER 1	000220
STOREKEEPER 2	000221
SUBROGATION CLAIMS EXAMINER	001905
SWM FLEET MAINTENANCE COORDINATOR	006317
SWM HOME CHEMICAL SUPERVISOR	**006323**
SWM MAINTENANCE SUPERINTENDENT	**006366**
SYSTEMS ADMINISTRATOR 1	**001880**
SYSTEMS ADMINISTRATOR 2	**001881**
SYSTEMS SUPPORT MANAGER	**001853**
TAX COLLECTOR SUPERVISOR 1	000360
TAX COLLECTOR SUPERVISOR 2	000361
~~TAX RECORD SUPERVISOR 3~~	~~000362~~
~~TEAM METRO NEIGHBORHOOD COMPLIANCE SUPERVISOR~~	~~002718~~
TECHNICAL SUPPORT ANALYST	001860
TECHNICAL TRAINING SPECIALIST 3	001864
TELECOMMUNICATIONS MANAGER	001735
TELECOMMUNICATIONS SUPERVISOR	001734
~~TELECOMMUNICATIONS SUPPORT SERVICES MANAGER~~	-------
TRACK SHOP SUPERVISOR	008183
TRACTION POWER SUPERVISOR	008171
TRAFFIC MAINTENANCE SUPERVISOR 2	001246
TRAFFIC SIGNAL TECHNICIAN SUPERVISOR	001239
TRAIN CONTROL SUPERVISOR	008173
TRANSIT OPERATION SUPERVISOR	**008108**
TRANSIT PUR & STR SUPERVISOR	**008120**
TRANSIT BODY PAINT SHOP SUPERVISOR	**008129**
TRANSIT CONTRACTS SPECIALIST SUPERVISOR	**008341**
TRANSIT DISPATCHER	008104

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

TRANSIT ELEVATOR CONTRACT SUPERVISOR	008122
TRANSIT FACILITIES SUPERINTENDENT	008136
TRANSIT FACILITIES SUPERVISOR	008135
~~MDT OPERATIONS/MAINTENANCE INSTRUCTOR~~	~~008106~~
TRANSIT MAINT PRODUCTION COORDINATOR	008132
TRANSIT MECHANIC SHOP SUPERVISOR	008127
~~TRANSIT OPERATIONS SUPERVISOR~~	~~008108~~
TRANSIT NEW BUSINESS ADMINISTRATOR	008339
TRANSIT OPERATIONS SCHEDULER	008113
TRANSIT PAINTER SUPERVISOR	008131
TRANSIT PLANNER 1	008270
TRANSIT PLANNER 2	008271
TRANSIT PLANNING SECTION SUPERVISOR	008273
~~TRANSIT PURCHASING & STORES SUPERVISOR~~	~~008120~~
TRANSIT PROCESSING CENTER SUPERVISOR	008155
TRANSIT REVENUE COLECTIONS SUPERVISOR 1	008220
TRANSIT REVENUE COLLECTIONS SUPERVISOR 2	008222
TRANSIT REVENUE PROCESSING SUPERVISOR 1	008216
TRANSIT REVENUE PROCESSING SUPERVISOR 2	008218
TRANSIT SAFETY SPECIALIST	008205
TRANSIT SERVICE CENTER SUPERVISOR	008153
TRANSIT SUPERVISOR	008102
TRANSIT YARD SUPERVISOR	008133
TRANSPORTATION OFFICER	006122
TREATMENT PLANT SUPERVISOR	005555
UTILITIES DAMAGES INVESTIGATION SUPERVISOR	**005922**
UTILITY EQUIPMENT TECHNICIAN SUPERVISOR	**006116**
UTILITY SUPPLY SUPERVISOR 1	005918
UTILITY SUPPLY SUPERVISOR 2	005919
~~UTILITY CONSTRUCTON SUPERVISOR 1~~	~~5533~~
VARIABLE DATA PRINTING SPECIALIST	**000240**
VENDOR ASSISTANCE COORDINATOR	**000187**

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

W&S BUSINESS PROCESS SUPERVISOR	**005909**
~~W&S COLLECTIONS SYSTEM SUPERVISOR~~	~~005539~~
W&S COMMUNICATION CENTER SUPERVISOR	**005911**
~~W&S PROJECTS INSPECTOR 2~~	~~005897~~
W&S COMMUNICATIONS CENTER SHIFT SUPERVISOR	005912
W&S CONSTRUCTION SUPPORT MANAGER	**005643**
W&S CONSTRUCTION PROJECT SUPERVISOR 1	005579
W&S CONTRACT COMPLIANCE SPECIALIST	**005914**
W&S CONVEYANCE & PERMIT DRAFTING SUPERVISOR	**005916**
W&S DATA MANAGEMENT SECTION SUPERVISOR	**005650**
W&S GIS RECORDS MANAGER	**005795**
W&S INSTRUMENT TECH SUPERVISOR	**005546**
W&S MAIL CENTER SUPERVISOR	**005903**
W&S METER REPAIR SUPERVISOR	005945
W&S OPERATIONS & MAINTENANCE SUPERVISOR	005969
~~W&S SAFETY/DAMAGE INVESTIGATION SUPERVISOR~~	~~-------~~
W&S PLANT DIESEL MAINTENANCE SUPERVISOR	**005970**
W&S PLANT ELECTRICAL SUPERVISOR	**005966**
W&S PLANT MAINTENANCE SUPERVISOR	005972
W&S PROJECTS INSPECTOR 2	005897
W&S REAL ESTATE COORDINATOR	**005933**
~~W&S SAFETY/DAMAGE INVESTIGATION SUPERVISOR~~	~~-------~~
W&S SAFETY SUPERVISOR	**005913**
W&S SECURITY INSPECTOR SUPERVISOR	005591
W&S SECURITY SUPERVISOR	005590
W&S SERVICE TECHNICIAN SUPERVISOR	005574
W&S SEWER COLLECTION SYSTEM SUPERVISOR	005539
W&S STRUCTURAL MAINTENANCE SUPERVISOR	005526
WAREHOUSE & STORES SUPERINTENDENT	000890
WASTE ENFORCEMENT OFFICER 2	006329
WASTE SCALE OPERATOR SUPERVISOR	006313
WASTE SERVICE CLERK SUPERVISOR	006304

MIAMI-DADE COUNTY
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

WASTE SUPERVISOR 1	006318
WASTE SUPERVISOR 2	006319
~~WATER & SEWER ELECTRICAL OPERATIONS SUPERV~~	~~005968~~
WATER DISTRIBUTION SUPERVISOR	**005603**
***WEB DESIGNER 2**	**001805**
WORD PROCESSING OPERATOR 3	**000053**
WORKERS COMP CLAIMS EXAMINER	**001931**
~~ZONING EVALUATOR 2~~	~~002051~~
ZONING SERVICES PLANS PROCESSING COORDINATOR	**002025**
ZONING SERVICES PLANS PROCESSING ANALYST	002051
ZOO BUSINESS MANAGER	**007478**
ZOO CURATOR	**007412**
ZOO EXHIBITS MANAGER	**007461**
ZOO MONORAIL MAINTENANCE SUPERVISOR	**007445**
ZOO MONORAIL OPERATIONS MANAGER	**007442**
ZOO MONORAIL SUPERVISOR	**007441**
ZOO SECURITY SUPERVISOR	**007450**
ZOOLOGICAL SUPERVISOR	**007405**

PUBLIC HEALTH TRUST CLASSIFICATIONS
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

PUBLIC HEALTH TRUST OCCUPATIONAL TITLE	OCC CODE
Anesthesia Technologist Supervisor	(869)
Biomedical Equipment Technician 2	(402)
Cardiology Technician 2	(392)
Carpenter Foreman	(821)
Central Service Assistant Supervisor	(685)
Central Service Supervisor	(647)
Central Supply Supervisor	--------
Chief Autopsy Technician	(337)
Construction Manager 1	(846)
Duplicating Supervisor	(646)
Electrician Foreman	(824)
Environmental Assistant Supervisor	(763)
Environmental Coordinator	(645)
Environmental Crew Chief	(761)
Environmental Supervisor	(643)
Health Services Supervisor	(678)
Hospital Building Maintenance Superintendent	(5264)
Hospital Eligibility Specialist 2	(642)
Hospital Maintenance Superintendent	(819)
Hospital Procurement Coordinator	--------
Hospital Refuse Supervisor	(695)
Hospital Services Supervisor 1	(651)
Hospital Services Supervisor 2	(652)
Hospital Services Supervisor 3	(653)
Laundry Assistant Supervisor	(781)
Laundry Supervisor	(783)
Maintenance Foreman	(816)

PUBLIC HEALTH TRUST CLASSIFICATIONS
APPENDIX A
OCCUPATIONAL TITLE AND OCCUPATIONAL CODE

Material Assistant Supervisor	(644)
Material Supervisor	(648)
Mechanic Foreman	(817)
Medical Secretary 3	(033)
Nutrition Assistant Supervisor	(721)
Nutrition Supervisor	(722)
Painter Foreman	(829)
Plumber Foreman	(842)
Procurement Coordinator	(655)
Radiologic Technologist 3	(343)
Refrigeration Mechanic Foreman	(845)
Respiratory Therapy Supervisor	(415)
Storekeeper	(048)
Transport Service Supervisor	(693)

ATTACHMENT 2

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

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

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

TERMS OF AGREEMENT	Impact
Work in Higher Classification (Article 19) • The maximum out of class compensation will be limited to thirteen (13) pay periods unless otherwise mutually agreed to by the parties.	Efficiency
Sick Leave (Article 20) • Employees with twenty (20) or more years of continuous service may receive payment for the unused portion of the first six (6) days of sick leave hours that qualify to be converted to annual leave each year.	Current language from a Memorandum of Understanding modifying the 2008-11 Collective Bargaining Agreement
Disability Leave (Article 23) • In the event the parties reopen the Agreement on any economic issues, the County will have the right to discuss issues and changes related to the County's Service Connected Disability Program under Section 2.56 of the Miami-Dade County Code.	Future Efficiency
Leave With Pay (Article 26) ▪ One (1) additional bargaining unit employee to be released from duty with pay to administer the Agreement.	Assistance to Union
Holidays (Article 28) • All Bargaining Unit members have elected to suspend pay for six (6) holidays through September 30, 2014. These holidays are defined as furlough days. • Employees in the Bargaining Unit will be required to take two (2) additional unpaid furlough days. • Employees who work a full shift on the Thanksgiving, Christmas, or Independence Day holidays will earn a day of Administrative leave.	Economic Savings
Holiday Premium Pay and Leave (Article 29) • Holiday premium pay and leave accrual associated with the six (6) furlough holidays as provided in Article 28 will be suspended through September 30, 2014.	Economic Savings
Overtime Compensation (Article 30) • Overtime compensation will apply to hours worked beyond forty (40) hours within the work week. As a result, the calculation of overtime on a daily basis will be eliminated resulting in overtime savings.	Economic Savings

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

TERMS OF AGREEMENT	Impact
Entrance Pay (Article 33) • Progression from the entrance level pay of step 1 to step 2 will change from six (6) months (13 pay periods) to twelve (12) months (26 Pay periods). The twelve (12) month period of time coincides with the one (1) year probationary period.	Economic Savings
Wages (Article 34) • The employees will receive no wage adjustments or increases for the term of the Agreement. • Employees will continue to contribute five percent (5%) of their base wages towards the County's cost of health care. • The parties have agreed to submit to the County Commission, with the parties' mutual waiver of any right to a hearing before a Special Magistrate, for final resolution of the parties' impasse, the issue of whether employees will be required to contribute an additional amount, not to exceed five percent (5%) of their base wages. • Effective January 1, 2014 the monies comprising the health care contribution will be reinstated to the employees' pay provided, however, that the County will have the right to re-open this provision of the Agreement in advance for the purposes of negotiating whether these reductions will be continued.	Economic Savings
Night Shift Pay Differential (Article 36) • The Night Shift Pay Differential will be reduced from two (2) pay steps to one (1) pay step. • Either party will have the right to reopen this Article to negotiate whether these reductions will be continued in the third year of the Agreement (FY 2013-14).	Economic Savings
Group Health Insurance (Article 38) • Flex dollars will be suspended through September 30, 2014. • The County agrees that 2011 calendar year group health insurance premium rates will remain in effect for the 2012 calendar year. • The County and the Union will reopen this agreement to discuss the redesign of the County's health plan for plan year 2013. Union participation will be obtained to discuss health plan provisions and benefits, prior to establishing premium contributions.	Economic Savings

68

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

TERMS OF AGREEMENT	Impact
Job Basis (Article 40) • The accrual of administrative leave for work performed in excess of an employee's normal work schedule will be suspended through September 30, 2014.	Economic Savings
Voting (Article 45) • The one (1) hour of time off with pay for employees to vote in local and general elections will be suspended through September 30, 2014.	Economic Savings
Service to the Association (Article 48) • The County will allow the Union to set up a table in the lobby of the building where the new hire orientation is scheduled for the distribution of informational material.	Assistance to Union
Management Rights and Scope of This Agreement (Article 50) • The County will provide to the Union copies of Requests for Proposals that specifically pertain to the contracting out for services that are currently being performed by bargaining unit employees.	Efficiency
Special Wage Provisions (Article 56) • Suspend $50 biweekly Premium pay supplement through September 30, 2014. • Suspend the one (1) pay step supplement that is paid to employees in the classifications of Associate Teacher, who have obtained the Child Development Associate Certificate. • Either party will have the right to re-open this Article to negotiate whether the suspension of the Child Development Associate Certificate supplement will be continued in the third year of the Agreement (FY 2013-14).	Economic Savings