

Date: May 16, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Amended
Agenda Item No. 9(A)(4)

Resolution No. R-472-23

Subject: Approval of 2023-2026 Collective Bargaining Agreement Between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit

Recommendation

On May 9, 2023, the Governor signed into law SB 256, parts of which were effective immediately, while other parts are effective July 1 and October 1 of this year. One of the provisions effective July 1 amends Section 447.303, Florida Statutes, to prohibit the Union from having the County deduct dues and uniform assessments from employees' salaries. After July 1, the dues collection provisions of the contract will be inconsistent with the dues collection prohibitions of SB 256. The Union may claim that the County is still obligated to continue deducting dues and assessments pursuant to the Agreement based on constitutional and other legal arguments. This matter is likely to be litigated and as such, this Agreement will be implemented in accordance with state law, and the County will defend its compliance accordingly. The proposed contract is substantially the same as the previous contract, as such, the county's obligations with regard to dues collections are unchanged by the new agreement. Currently, the County is obligated to deduct Union dues and uniform assessments pursuant to Article 6 Check Off of the Agreement.

It is recommended that the Board of County Commissioners (Board) approve and ratify the attached 2023-2026 Collective Bargaining Agreement (Agreement) between Miami-Dade County (County) and the Government Supervisors Association of Florida, OPEIU, Local 100 Professional Employees Unit (Union).

The Union notified the County that the attached Agreement is scheduled for a ratification vote of the bargaining unit on May 24, 2023. The attached contract is submitted for your approval and ratification because the Board's ratification is necessary to make the Agreement binding on the parties under state law.

The requirements of Resolution R-130-06, requiring that any contract between the County and third parties be executed and finalized prior to their placement on a Board agenda, may be waived by the Board upon a recommendation by the County Mayor that it is in the best interest of the County to do so. It is recommended that these requirements be waived for this Agreement because the collective bargaining agreement is not effective until it is ratified by the Union and the Board. Accordingly, this Agreement will be executed by the parties subsequent to its approval and ratification by the Board and the Union.

Scope

The impact of this agenda item is countywide.

Delegation of Authority

The resolution delegates the authority to the Mayor to execute, implement and administer the 2023-2026 Collective Bargaining Agreement between the County and the Union.

Fiscal Impact/Funding Source

The contractual changes included in this Agreement, from FY 2022-23 through FY 2025-26, do not have a fiscal impact.

Additionally, this agreement includes a reopener for future cost-of-living adjustments (COLA) and wages for FY 2023-24 through FY 2025-26. If any COLA and/or wage adjustments are approved by the Board, then a fiscal impact will need to be estimated.

Track Record/Monitor

Tyrone W. Williams, HR Division Director for the Human Resources Department, monitors and oversees the administration of this Agreement.

Background

This Agreement before the Board for final approval and ratification is the product of good faith negotiations between the County and the Union. This Agreement recognizes the services provided by the public servants of this bargaining unit while ensuring the continued delivery of quality services to the residents of Miami-Dade County in a fiscally responsible manner. The following is a summary of the contractual changes affecting the employees covered by this Agreement:

Term of Agreement

This is a three-year contract for the period of June 1, 2023 through May 31, 2026.

Article 28: Holidays

Added Law Enforcement Appreciation Day holiday per Resolution No. R-281-22.

Article 34: Wages

Article to be reopened as per Article 59 – Term of Agreement and Reopening.

Article 45: Voting

Per Resolution No. R-1024-22 - Removed language providing up to one hour of paid leave to vote in local and general elections on Election Day. Added language providing up to two hours of paid leave to vote in local and general elections during the early voting period.

Article 57: Special Wage Provisions

Added a classification that was wrongly listed on the GSAF Supervisory CBA.

Article 59: Term of Agreement and Reopening

The collective bargaining agreement shall be effective upon ratification by the Association and approval by the Board of County Commissioners, which shall be the effective date for all provisions in this Agreement, unless otherwise provided in any specific Article, and once the Agreement is effective, it shall remain in force through May 31, 2026.

The County has the right to reopen Article 38 (Group Health Insurance) of this Agreement for healthcare redesign. The County may invoke the reopener clause by written notice to the Union no sooner than January 1, 2024.

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and Members, Board of County Commissioners
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The parties agree to reopen Article 34 (Wages) of this Agreement for the purpose of negotiating cost of living adjustments for the fiscal years 2023-2024, 2024-2025 and 2025-2026, no sooner than August 1, 2023.

Attachments



Edward Marquez
Chief Financial Officer

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

~~OCTOBER 1, 2020 – SEPTEMBER 30, 2023~~
JUNE 1, 2023 – MAY 31, 2026

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## **ARTICLE 1    AGREEMENT**

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

## **ARTICLE 2    PURPOSE AND INTENT**

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

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

## **ARTICLE 3    RECOGNITION OF ASSOCIATION**

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

## **ARTICLE 4    BARGAINING UNIT**

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

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

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

2. Probationary, exempt, conditional, and regular part-time employees shall continue to be governed in all respects by the Code of Miami-Dade County, Florida, Personnel Rules, Pay Plan, the County Leave Manual, and other regulations in effect prior to the execution of this Agreement and there shall be no applicability of this contract or change in any of the wages, benefits, hours, or terms and conditions of employment of such employees as a result of this Agreement unless such applicability or changes are specifically stated in this Agreement with reference to such employees.
3. It is agreed that if and when new position classifications are created by action of the Board of County Commissioners, the questions of inclusion or exclusion within the Bargaining Unit shall be settled in accordance with state law.

## **ARTICLE 5    NONDISCRIMINATION**

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

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

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

## **ARTICLE 6    CHECK OFF**

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

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

## **ARTICLE 7    GRIEVANCE PROCEDURE**

1. In a mutual effort to provide harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that the following shall be the sole procedure for the resolution of grievances regarding interpretation, application, and enforcement of this Agreement arising between the parties.
2. A "Grievance" shall be defined as any dispute that an employee or the Association may have arising out of the interpretation or application of the terms of this Agreement. A class grievance shall be defined as any dispute which concerns two or more employees within the bargaining unit.

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

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

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

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

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the aggrieved employee may appeal the grievance to the concerned Director of the Division or equivalent position as determined by the County 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 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. 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 Labor Relations Section and/or the Director of Labor Relations to discuss the pending issues which have not been resolved through Step 4. Upon such request the time limit for seeking arbitration as set forth in Article 8 shall be tabled until the conclusion of such meeting which shall occur within thirty (30) calendar days of the request.

## **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 Labor Relations 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 Labor Relations will set forth in motion the necessary machinery to schedule the arbitration

hearing. Matters that are not subject to review as grievances are non-arbitrable and shall not be scheduled for arbitration.

2. The Parties to this Agreement will attempt to mutually agree upon an independent arbitrator. If this cannot be done, a panel or panels will be immediately requested from the American Arbitration Association. Requests for arbitration shall not be unduly delayed.
3. The arbitration shall be conducted under the labor rules of the American Arbitration Association. Subject to the following, the arbitrator shall have jurisdiction and authority to decide a grievance as defined and submitted in this Agreement. The arbitrator shall have no authority to change, amend, add to, subtract from, ignore, modify, nullify, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Agreement and his authority shall be limited to the interpretation of the terms of this Agreement.
4. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing.
5. At the request of either party there shall be a certified court reporter at the hearing.
6. The parties shall bear equally the expenses and fees of the mutually agreed upon court reporter, the expenses and fees of 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.

7. 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.
8. 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 Human Resources' Compensation 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, the Human Resources Compensation Division shall render a decision in writing.
2. If the decision of the Human Resources Compensation Division is deemed a "no change," the employee may, within fourteen (14) calendar days of receipt of the decision, request in writing, a hearing by the Human Resources Department Director. At the hearing, the employee may be accompanied by a representative of 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, will explain the basis for the

decision in writing in the event the request is denied. The Human Resources Department Director shall hold such hearing within ninety (90) calendar days of the request and render a decision within ninety (90) calendar days after the conclusion of the hearing.

3. Whenever the Human Resources Director, determines that an employee is misclassified, the employee shall be placed in a current, appropriate classification, unless the Human Resources Director, determines that there is no existing appropriate classification. In such cases, the Human Resources Director, shall establish the classification, job description and pay range, which shall be maintained during the term of this agreement. In the event the request for reclassification is upheld, the employee shall receive compensation beginning with the pay period that the original request was received in Human Resources.
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 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 Compensation Division for their review and analysis. The decision of the Human Resources Department shall be final and binding and will not be grievable or subject to further appeal.
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 Chief of the Compensation Division. This hearing shall be held at a mutually agreeable time, within sixty (60) days.

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. The Chief of the Compensation Division shall render a decision within thirty (30) days after conclusion of the hearing. Within fourteen (14) calendar days of receipt of the Compensation Division Chief's decision, the Association may request the Human Resources Director to review this decision and issue a final decision within sixty (60) calendar days. The decision of the Human Resources Director shall be final and binding and not subject to any further review or appeal and is not subject to review as a grievance.

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. In order to serve Miami-Dade County residents in voting, the Mayor may require that County employees be assigned to the Elections Department, to perform Elections related work before, during and after an Election. The County may select volunteers prior to assigning employees to Election related work. Employees shall be compensated in accordance with Implementing Order 4-76.

#### **ARTICLE 11 LABOR MANAGEMENT COMMITTEE**

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

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

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

The Labor Management Committees will meet on an "as needed basis" whenever the Association requests the Committee to meet by making a written request to the County's Director of Labor Relations 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.

#### **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 Labor Relations Director, and to the concerned Department Directors. It is agreed to and understood by the parties to this Agreement that Association Representatives may, without loss of pay, with prior approval of their supervisor, process grievances. It is agreed to and understood by the parties to this Agreement that there shall not be more than 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.

The total amount of time granted to Association Representatives cumulatively to process grievances and to attend union functions shall not exceed 2500 hours in total for each year of this Agreement. Time taken off under this provision shall be charged to Union Activity Leave.

Non-employee Association Business Representatives shall be certified, in writing, by the Association to the County's Director of Labor Relations. 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**

1. 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. 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. An employee shall have the right if desired, to respond orally and/or in writing, with both statements being factually the same, and shall be given a minimum of seven (7) calendar days to prepare said response. This response must 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 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. Written Reprimands shall be marked "no longer in effect" in the employee's departmental personnel file, for Departments directly under the purview of the County Mayor, and not considered for progressive disciplinary action after two (2) years of good performance from the date of the final action of the Written Reprimand, during which an employee has not been the subject of progressive disciplinary action, further formal counseling or does not result from a final disciplinary action that was reduced from a suspension, demotion or termination via an appeal hearing.

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.

Employees receiving unauthorized absence (without discipline) shall have the right to appeal it to the Department Director or designee. The decision of the Department Director or designee is final and binding and shall not be grievable.

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.

2. 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:
  - a) Emergency suspension in accordance with the provisions of Miami-Dade County Administrative Order #7-3.
  - b) Relief from Duty with pay pending appropriate administrative action.
  - c) Temporary reassignment of duties or transfer to another position within the department pending appropriate administrative action.
  - d) Transferred to another position in lieu of or in conjunction with appropriate disciplinary action.
  - e) 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.

3. 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 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.
4. The County 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 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 Mayor or Mayor's designee's final decision.

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

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

6. The parties shall not initiate any ex parte communications with either the Hearing Examiner or the County Mayor or Mayor's designee for the purpose of influencing the final appeal decision. The Hearing Examiner's recommendation and the County Mayor or Mayor's designee's final decision is to be based upon the entire record of the appeal hearing.
7. The provisions of this Article are not applicable to exempt, probationary, part-time or other non-permanent employees.
8. 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 Labor Relations in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the arbitration procedure or request an appeal in accordance with Section 2-47 of the Code of Miami-Dade County. The Association's choice between the arbitration procedure or the Code provision under Section 2-47, once made, shall not be subject to change. In the case where the Association does not timely notify the County or chooses not to select the arbitration procedure, then the disciplinary appeal provisions under 2-47 of the Code of Miami-Dade County shall prevail and be utilized if a timely appeal is requested. In the event the Association selects the option to appeal a dismissal, 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.
3. The Human Resources Director will appoint a three person management level panel, none of whom shall be from the appealing party's department, to act as an informal fact finding committee. Only the employee, the rater, and the reviewer will be heard, separately, by the panel. A representative of the employee's choosing may accompany the employee. The affected department has the right to have a representative present throughout the entire appeal hearing. The hearing shall be informal, a

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

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

#### **ARTICLE 15    PROBATIONARY PERIOD**

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

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. Transfers shall not be utilized in lieu of disciplinary action; however, transfers may be used in conjunction with a disciplinary action. It shall be the right of the Department to transfer employees for reasons that will improve the effectiveness or efficiency of the Department, in accordance with the provisions of this contract.

The departments will attempt to provide the transferred employee with a fourteen (14) calendar day 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 day notice.

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

Employees shall be laid-off within the County in accordance with seniority in the job classification as provided in the County's Layoff Procedures Manual for Miami-Dade County.

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

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

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

#### **ARTICLE 18 ACTING APPOINTMENTS**

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

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

#### **ARTICLE 19 WORK IN HIGHER CLASSIFICATION**

An employee who is specifically authorized and assigned by a Department Director or his or her designee to temporarily assume the duties of a higher pay status classification, that is an established budgeted position currently on the Department's table of organization, for more than five (5) consecutive work days in one pay period or within two (2) consecutive pay periods 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 thirteen (13) pay periods unless specifically approved by the Department Director and the Human Resources Department Director.

#### **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. However, an employee may waive the conversion upon written request two (2) pay periods prior to the date of conversion.

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 with less than 20 years of service and a minimum balance of 200 hours in their sick leave bank who have not used ANY sick leave during the employee's leave year may receive payment for up to 40 hours. Written request within two (2) pay periods prior to the date of conversion **must** be submitted. No retroactive Payroll Attendance Record (PAR) changes will be permitted for sick leave.

4. Employees who were hired before January 1, 2015 and 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. Proration shall occur on the unused sick leave balance, and after proration, if the balance exceeds 1,000 hours, shall be reduced to 1,000 hours:

|                                 |               |
|---------------------------------|---------------|
| 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 were hired before January 1, 2015 and 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.

5. Employees who were hired into the County Service on or after January 1, 2015, who retire or resign from County service will be eligible to receive payment for up a maximum of 1000 hours of accrued unused sick leave at the employee's current rate of pay at time of separation, excluding any shift differential.

Employees hired into the County Service on or after January 1, 2015, and who retire after 33 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.

Should the Florida Retirement System (FRS) rules change to allow full retirement in a shorter period of time, proration under this subsection shall automatically be altered to match the FRS retirement rules. Proration shall occur on the unused sick leave balance, and after proration, if the balance exceeds 1,000 hours, shall be reduced to 1,000 hours.

The payment described in section # 5 will be prorated in accordance with the following schedule:

|                                 |               |
|---------------------------------|---------------|
| Less than 13 years              | No Payment    |
| 13 years but less than 14 years | 25% payment   |
| 14 years but less than 15 years | 30% payment   |
| 15 years but less than 16 years | 35% payment   |
| 16 years but less than 17 years | 40% payment   |
| 17 years but less than 18 years | 45% payment   |
| 18 years but less than 19 years | 50% payment   |
| 19 years but less than 20 years | 55% payment   |
| 20 years but less than 21 years | 60% payment   |
| 21 years but less than 22 years | 65% payment   |
| 22 years but less than 23 years | 70% payment   |
| 23 years but less than 24 years | 75% payment   |
| 24 years but less than 25 years | 77.5% payment |
| 25 years but less than 26 years | 80% payment   |
| 26 years but less than 27 years | 82.5% payment |
| 27 years but less than 28 years | 85% payment   |
| 28 years but less than 29 years | 87.5% payment |
| 29 years but less than 30 years | 90% payment   |
| 30 years but less than 31 years | 92.5% payment |
| 31 years but less than 32 years | 95% payment   |
| 32 years but less than 33 years | 97.5% payment |
| 33 years or more                | 100% payment  |

## **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 750 hours and will be paid upon separation. However, only a statutory maximum of 500 hours shall be reported as covered wages to the Florida Retirement System (FRS) with the required contributions. If an employee is being paid annual leave as a result of entering the Deferred Retirement Option Program (DROP), the maximum payout of annual leave shall not exceed the statutory maximum of 500 hours. Any employee having a balance in excess of the maximum accrual of 750 hours at the end of their leave year will forfeit and lose such excess annual leave accrual.

Employees already in DROP may receive a payout of up to 750 hours of annual leave at the time of separation of employment reduced by any annual leave payout received at the time of the initial DROP payout. The application of this provision will be in accordance with current Miami-Dade County policies and procedures.

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

## **ARTICLE 22 BEREAVEMENT LEAVE AND EMERGENCY SICK LEAVE**

Full-time employees who regularly work five (5), eight hour days will be granted 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. In addition to the list of immediate family members identified in the Leave Manual, the following members shall also be included: mother-in-law, father-in-law, grandfather-in-law, grandmother-in-law, and parent of a registered domestic partner. Employees who regularly work four (4), ten (10) hour days per week shall receive four (4) days of bereavement leave with pay in the event of a death in the immediate family.

For life-threatening illnesses in the immediate family as defined in the County's Leave Manual, full-time employees who regularly work five (5), eight hour days will be entitled to five (5) days off per year chargeable from the employee's sick leave accrual. Full-time employees who regularly work four (4), ten (10) hour days per week will be entitled to four (4) 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 (ies) the following death benefit amount determined by the employee's years of continuous County service:

- If the employee's longevity is less than ten (10) years, the beneficiary (ies) shall be eligible for the equivalent of one pay period's regular salary and \$2,000 dollars.
- If the employee's longevity is less than twenty (20) years, the beneficiary (ies) shall be eligible for the equivalent of two pay period's regular salary and \$4,000 dollars.
- If the employee's longevity is 20 years or more, the beneficiary (ies) shall be eligible for the equivalent of two pay period's regular salary and \$6,000 dollars.

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 Labor Relations 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 2500 hours in any contract year.
3. Administrative Leave shall be granted to employees to take County Civil Service exams and to appear for job interviews in connection therewith as well as for job interviews related to positions not filled through competitive examination.
4. The Association President and one (1) additional County bargaining unit employees will be released from duty with pay to administer this Agreement. This leave with pay benefit for the Association President and one (1) additional bargaining unit employee is also provided for in the Government Supervisors Association of Florida/OPEIU, Local 100-Supervisory Employees Collective Bargaining Agreement and is not meant to be duplicated. Additionally, the County will authorize up to 2500 hours for each year of the Agreement, time off with pay for union representatives to participate in union approved activities providing that the Union President requests the leave in writing to the Director of Labor Relations no less than one (1) week in advance of the scheduled time off. The hours allocated per year shall not be cumulative. These authorized hours are inclusive of the hours granted in Article 13 Association Representatives and number 2 of this article.
5. Paid Parental Leave shall be authorized in accordance with Miami-Dade Ordinance No. 16-20 to care for a newborn, newly-adopted child, or newly-placed foster child or children. Eligible employees will be provided up to six (6) weeks of paid leave at 100 percent of base wages for the first two (2) weeks, 75 percent of base wages for the following two (2) weeks, and 50 percent of base wages for the remaining two (2) weeks. The provision is subject to any modifications or revocations by the Board of County Commissioners to Ordinance 16-20, in accordance with Article X of Chapter 11A.

## **ARTICLE 27 LEAVE OF ABSENCE WITHOUT PAY**

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

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

## **ARTICLE 28 HOLIDAYS**

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

|                                           |                                    |
|-------------------------------------------|------------------------------------|
| New Year's Day                            | Columbus Day                       |
| Dr. Martin Luther King Jr.'s Birthday     | Veteran's Day                      |
| President's Day                           | Thanksgiving Day                   |
| <u>Law Enforcement Appreciation Day**</u> | Friday after Thanksgiving          |
| Memorial Day                              | Christmas Day                      |
| *Juneteenth                               | Employee's Birthday                |
| Independence Day                          | Three <u>(3)</u> Floating Holidays |
| Labor Day                                 |                                    |

2. To be eligible for a paid holiday, an employee must be in a pay status for a full day on his assigned work days that immediately precede and immediately follow the day on which the holiday is observed.
3. Regarding the Birthday Holiday, it is to be observed on the day it occurs. If that day is not an employee's normal work day, then it will be observed on the nearest regular work day following the Birthday Holiday. If an emergency situation, as determined by the Department Director, requires 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 Holidays, 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 these holidays. This holiday is not compensable and must be used during the Fiscal Year and cannot be transferred from one fiscal year to the next.

\*In the event June 19 is on a Saturday or Sunday in any given year, the paid County holiday shall be observed on the following business day. Should the Board of County Commissioners (BCC) change the holiday's observance day it shall automatically be changed in this agreement to conform to the BCC's decision to change the day of observance.

5. \*\*Regarding the Law Enforcement Appreciation Day Holiday it is recognized and designated as a paid County holiday to be observed on the Friday before National Police Week.

\*In the event June 19 is on a Saturday or Sunday in any given year, the paid County holiday shall be observed on the following business day. Should the Board of County Commissioners (BCC) change the holiday's observance day it shall automatically be changed in this agreement to conform to the BCC's decision to change the day of observance.

- 5.6. 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.
- 6.7. Holidays falling on Saturdays are normally observed on the preceding Friday. Holidays falling on Sunday are normally observed on the following Monday. In such cases, the day on which the holiday is observed shall be considered to be the paid holiday and not the regular day.

- 7.8. 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.

#### **ARTICLE 29 HOLIDAY PREMIUM PAY AND LEAVE**

1. Holiday Leave shall be a term used to credit employees who are required to work on a holiday. Holiday Leave may be used for the same purpose as annual leave and is payable upon separation. To qualify for Holiday 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 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.

#### **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 and for time worked in excess of the normal work day. All hours in pay status shall be considered as hours worked, except for sick leave and annual leave. This includes hours within a regularly scheduled work day taken under Article 26, Leave With Pay. All work authorized to be performed by non-job basis employees in excess of the normal work week and for time worked in excess of the normal work day, as determined by the Department, shall be considered overtime work provided that overtime hours worked will not be included in determining the normal work week.
2. Non job-basis employees performing overtime work shall be paid time and one-half at their regular hourly rate of pay.
3. A non-job basis employee required to work three (3) hours immediately before or two (2) hours immediately beyond his normal work shift shall receive one-half (1/2) hour off with pay for a rest break.

4. The parties agree that assignments and authorization of overtime work shall rest solely with the Department.
5. This article is intended to be construed only as a basis for calculation of overtime and shall not be construed as guarantee of hours of work per day or per week.
6. Job basis employees shall not be eligible for overtime compensation.
7. An employee shall not have his or her regular work schedule changed solely to avoid the payment of overtime.

#### **ARTICLE 31 WORK SCHEDULING**

1. The standard work week commences at 12:01 a.m. each Monday and ends at 12:00 p.m. midnight of the following Sunday.
2. The standard number of working hours for full-time employees during any standard work week will normally be forty (40) hours unless otherwise specified in the Pay Plan for County Service.
3. The County, at its discretion, shall have the sole right and authority to determine, amend, change or modify employees work schedules. Employees shall be assigned or transferred to work schedules at the sole discretion of the County.
4. This article shall not be construed as a guarantee of work per day or per week; nor is it a limitation upon the County's right to reduce the employee's hours of work in accordance with Article 17.
5. Employees required to attend jury duty on their regular days off may request that their work schedule be reviewed for possible adjustment to provide different days. The concerned department may consider such schedule changes when operationally feasible. The Department's decision is final.

#### **ARTICLE 32 EMERGENCY ACTION**

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

#### **ARTICLE 33 ENTRANCE PAY RATES**

For all employees hired into the County Service on or after November 1, 1991, the entrance pay rate for all bargaining unit classifications shall be pay step 1 of the appropriate pay range provided in the Miami-Dade County Pay Plan. Progression from the entrance level pay of step 1 to step 2 shall be six (6) months (13 pay periods) based upon satisfactory or above satisfactory job performance. Progression from step 2 to the maximum step in the pay range shall be at one (1) year (26 pay periods) intervals thereafter based upon satisfactory or above satisfactory job performance. For employees who are hired after December 8, 2011, 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.

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**

~~During the 2020-21 Fiscal Year, bargaining unit employees shall not receive a Cost of Living Adjustment. Upon ratification, bargaining unit employees will be paid a one-time bonus of two percent (2%) of their base wages at the time of ratification. This 2% bonus shall be calculated using the employee's base wage~~

~~before such base wage has been adjusted by the (Fiscal Year 2021-22) 3% Cost of Living Adjustment provided by this Article.~~

~~Effective the first pay period in October 2021, (Fiscal Year 2021-22), bargaining unit employees shall receive a Cost of Living Adjustment of three percent (3%).~~

~~Effective the first pay period in October 2022, (Fiscal Year 2022-23), or if ratification is subsequent to October 2022, the first pay period following ratification, bargaining unit employees shall receive a Cost of Living Adjustment of three percent (3%). The Cost of Living Adjustment for Fiscal Year 2022-23 shall not be applied retroactively.~~

The parties agree to reopen Article 34 - Wages as per Article 59 – Term of Agreement and Reopening.

### **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 a lesser rate is agreed to by the County and employee. The specific recovery rate shall be determined through an agreement between the concerned employee and the Human Resources Department upon notification to the concerned employee. The concerned employee shall have fourteen (14) calendar days from receipt of the notification to contact the departmental personnel representative in order to stipulate to a specific recovery rate in accordance with this contact provision. Failure by the concerned employee to make the necessary arrangements within the specified period shall result in the paycheck deduction being automatically effected by the County at a rate the County deems appropriate.

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

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

### **ARTICLE 36 NIGHT SHIFT PAY DIFFERENTIAL**

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

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

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

### **ARTICLE 37 TIME IN GRADE PROVISION**

#### **Longevity Pay Steps:**

Employees who are on the maximum of the pay range, L1, or L2 and whose pay anniversary date is greater than two (2) years, may be eligible for a ½ pay step (supplement pay).

Once the employee completes five (5) years, they may progress to the next step (and the temporary ½ pay step supplement will be removed).

An additional longevity Step (L3) will be established.

Effective and retroactive to October 1, 2018, employees on L2 and whose pay anniversary date is greater than five (5) years may be eligible to progress to L3.

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

1. Advancement by one-half pay step (pay supplement) may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at the maximum rate of the salary range. Such advancement will be one-half pay step beyond the normal maximum rate.
2. Advancement to longevity Step 1 may be made on the employee's pay anniversary date after completion of five (5) consecutive years of service at the maximum rate of the salary range. Such advancement, if approved, will be one (1) pay step beyond the normal maximum rate.
3. Advancement by one-half pay step may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at longevity Step 1 of the salary range. Such advancement will be one-half pay step beyond longevity Step 1.
4. Advancement to longevity Step 2 may be made on the employee's pay anniversary date after completion of five (5) consecutive years of service at longevity Step 1 of the salary range. Such advancement, if approved, will be one (1) pay step beyond longevity Step 1.
5. Advancement by one-half pay step may be made on the employee's pay anniversary date after completion of two (2) consecutive years of service at longevity Step 2 of the salary range. Such advancement will be one-half pay step beyond longevity Step 2.
6. Advancement to longevity Step 3 may be made on the employee's pay anniversary date after completion of five (5) consecutive years at longevity Step 2 of the salary range. Such advancement, if approved, will be one (1) pay step beyond longevity Step 2.

### **Pay Grades:**

Pay grades will progress 5% beyond the normal maximum rate. Effective and retroactive to October 1, 2018, employees who are at the maximum of the pay grade and whose pay anniversary date is greater than one (1) year may be eligible to receive a 5% pay increase. Both pay increases shall be administered in accordance with the merit concept. These increases shall be granted, deferred, or denied on the basis of the individual achieving annual "satisfactory" or better performance evaluation ratings in a majority of the evaluations conducted during the required length of service period and during the final year.

### **ARTICLE 38 GROUP HEALTH INSURANCE**

For the purposes of this Article, a group health insurance covered member shall be considered a member of a Miami-Dade County Group Health Insurance program if he/she:

- a. is a current or former employee enrolled in a MDC group health insurance program and;
- b. is in good standing if he/she tenders his/her periodic insurance premiums uniformly required as a condition of coverage (if applicable) and;
- c. is a member/dependent that meets the County's existing eligibility criteria.

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

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

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

1. The County's Group Medical Insurance will be a Point of Service/Managed Health Care Group Insurance Plan.
2. The County will include a Select Network/Managed Health Care Group Insurance Plan Option.
3. The County will include the MDC Jackson First/Managed Health Care Group Insurance Option.
4. The County will only offer the Jackson First Advantage HMO and the AvMed Select HMO Medical Plans to newly hired employees and their dependents under the County's Group Health Program. Those who reside outside of Miami-Dade County will only be offered the AvMed Select HMO Plan. All other medical plan options will no longer be made available to new hires and their dependents. The "Away From Home" program will still be made available to dependents enrolled in the Select HMO plan, subject to the existing terms and conditions.
5. The County will provide a \$5.00 biweekly Flex dollars contribution to employees enrolled in the High Option HMO Plan or the Select Network/Managed Health Care Group Insurance Plan or the MDC Jackson First/Managed Health Care Group Insurance Option.
6. The County will provide an annual \$1,000.00 Flex dollars contribution, paid in biweekly increments to employees eligible for group health coverage.
7. All employees enrolled in the County's Point of Service/Managed Health Care Group Insurance Plan shall be required to pay the premiums listed in Addendum 2 for the cost of single coverage of this plan.
8. Group Health Insurance premium rates for the plan year 2022 are listed in Addendum 2 of this Agreement.
9. The copays for provider services and prescriptions in the County's Group Health Insurance Plan for plan year 2022 are listed in Addendum 2 of this Agreement.
10. The Mayor of Miami-Dade County will maintain Health Care Cost Containment Workgroup meetings which will include representatives from Labor.

11. The Union and the County hereby direct the Employer Designees to implement the cost containment measures set forth in Addendum 1 - Group Health Cost Containment Initiatives.

With the exception of legislatively mandated changes to health benefits, the County may reopen this Agreement to negotiate the redesign of the County's health plan for the plan year 2024, as provided in Article 59. Union participation shall be obtained to discuss health plan provisions and benefits, prior to establishing premium contributions.

#### **ARTICLE 39 CALL BACK AND COURT TIME**

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 Human Resources Department and shall be designated as such with a plus (+) in the Miami-Dade County Pay Plan. Employees serving in these positions are required to work varying schedules as necessary to accomplish the required work as determined by the Department.

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

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

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

For each contract year of this Agreement, bargaining unit employees in job basis classifications who are assigned to work a minimum of 32 hours but less than 48 hours in excess of their normal schedule will be eligible to receive 16 hours of administrative leave. Bargaining unit employees in job basis classifications who are assigned to work a minimum of 48 hours, but less than 64 hours in excess of their normal schedule will be eligible to receive a total of 24 hours of administrative leave. Bargaining unit employees in job basis classifications who are assigned to work a minimum of 64 hours in excess of their normal schedule will be eligible to receive a total of 32 hours of administrative leave. Bargaining unit employees in job basis classifications who are assigned to work a minimum of 160 hours in excess of their regular schedule will be eligible to receive a total of 80 hours of administrative leave, at the discretion of the department director. Such leave is non-cumulative and must be utilized during each contract year of this Agreement.

**ARTICLE 41    EXEMPT STATUS EMPLOYEES**

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

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

**ARTICLE 42    LONGEVITY BONUS**

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

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

| Years of Completed Full-time Continuous<br>Percentage Payment<br>County Service | Percentage Payment<br>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                                                                              | 3.0%                                 |

|            |      |
|------------|------|
| 31         | 3.1% |
| 32         | 3.2% |
| 33         | 3.3% |
| 34         | 3.4% |
| 35 or more | 3.5% |

#### **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**

~~The County agrees to allow each employee who meets the conditions set forth below reasonable time off with pay, not to exceed one (1) hour, to vote in each local and general election. Voting time will be scheduled in such a fashion as to not interfere with normal work production however, the County shall attempt to schedule this time off at either the beginning or end of an employee's work shift. The location of the employee's precinct and the employee's work schedule shall be considered in scheduling time off. Voting time must be approved in advance by the employee's supervisor and 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.~~

All bargaining unit employees shall be eligible for up to two (2) hours of paid leave for the purpose of voting during the early voting period in each local and general election provided the leave requested meets the following conditions:

- a) the leave shall only be used during the early voting period in each local and general election;
- b) the leave shall not exceed two (2) consecutive hours;
- c) the leave shall only be used during an employee's normal work hours that occur during the official early voting period in each local and general election;
- d) the leave shall not be used for voting on Election Day;
- e) shall only be used by the employee for the purpose of voting in person at an official early voting location for each local and general election between the opening and closing of the polls; and

- f) voting time will be scheduled in such a fashion as to not interfere with normal work production and services and employees using this leave must report back to work immediately and complete their normal shift.

#### **ARTICLE 46 BULLETIN BOARDS**

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

#### **ARTICLE 47 SERVICES TO THE ASSOCIATION**

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

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

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

Board of County Commission Agendas  
Examination Announcements  
Training and Benefit Bulletins  
Proposed Budget  
Final Budget  
Pay Plan (5)

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.

The County agrees to provide the first twenty (20) pages of each public record request without charging the association.

The County shall provide the name, and County e-mail address of all new employees, belonging to GSAF-Local 100 bargaining unit.

#### **ARTICLE 48 SAFETY AND HEALTH**

1. Bargaining unit employees may make recommendations regarding unsafe and/or unsanitary working conditions to the Departmental Safety Officer. The Department shall investigate each recommendation and shall respond to the employee and/or the Association.
2. Matters covered by this article shall not be subject to Article 7 Grievance Procedure; however, they may be appealed in accordance with the County's Career Service Grievance Procedure.
3. The County shall have the right and authority to require bargaining unit employees by classification and department to take periodic examinations not more frequently than once a year, administered under the County's physical examination contract. The County shall determine and give notification to the Association and affected employees of the classifications to be given examinations. The County shall attempt to provide at least two weeks advance notice to affected employees. Failure to provide such advance notification shall not preclude the County from requiring the employee to complete the examination.

## **ARTICLE 49 MANAGEMENT RIGHTS AND SCOPE OF THIS AGREEMENT**

1. The Association recognizes that management possesses the sole right, duty and responsibility to operate and manage the County and direct the work force, and the rights, authority, and discretion which the County deems necessary to carry out its responsibilities and missions shall be exercised consistently with these terms. Any term and condition of employment other than wages and benefits not specifically established or modified by the Agreement shall remain solely within the discretion of the County to modify, establish or eliminate.
2. The County reserves the right and authority to establish, implement, revise or modify policies, procedures, and all other rules and regulation, including but not limited to, Administrative Orders, Implementing Orders, Personnel Rules, Pay Plan, and Department Rules or Regulations, not in conflict with the provisions of this Agreement. This right and authority shall include but is not limited to the County's right to revise promotional criteria and the duration of promotional eligibility lists in accordance with the Miami-Dade County Personnel Rules.
3. These rights and powers include, but are not limited to, the authority to:
  - a. Determine the missions and objectives of the County.
  - b. Determine the methods, means and number of personnel needed to carry out Departmental responsibilities;
  - c. Take such actions as may be necessary to carry out services during emergencies;
  - d. Direct the work of the employee, determine the amount and type of work needed, and in accordance with such determination relieve employees from duty because of lack of funds or lack of work;
  - e. Discipline or discharge classified service employees for just cause in accordance with applicable sections of the Miami-Dade County Code, Personnel Rules and Administrative Order;
  - f. The right to make rules and regulations;
  - g. Schedule operations and shifts;
  - h. Introduce new or improved methods, operations and facilities;
  - i. Hire, examine, classify, promote, train, transfer and assign employees;
  - j. Schedule and assign overtime work as required;
  - k. Contract out for goods or services; provided that the County shall give the Association at least sixty (60) days written notice in contracting out for services currently being performed by bargaining unit members. The County will provide to the Union copies of Requests for Proposals that specifically pertain to the contracting out for services that are currently being performed by bargaining unit employees. The County agrees that, when a department submits a written recommendation to contract out for services currently being performed by bargaining unit employees, a copy of such recommendation shall be sent forthwith to the Union. This clause shall not be construed as a waiver of any other right either party may have under this Agreement or applicable law.
  - l. Determine the utilization of technology;

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

#### **ARTICLE 50 TOXICOLOGY AND ALCOHOL TESTING**

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

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

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

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

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

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

#### **ARTICLE 51 PHYSICAL AND PSYCHOLOGICAL IMPAIRMENTS**

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

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

Based upon the results of such examinations, and other relevant information, the Department Director may place the employee on either paid or unpaid Compulsory Leave in accordance with the provisions

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

## **ARTICLE 52 COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

It is agreed and understood that this Agreement constitutes the complete understanding between the parties, terminating all prior Collective Bargaining Agreements, except for Memoranda 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.

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 53 PREVAILING BENEFITS**

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

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

## **ARTICLE 54 VEHICLES**

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

## **ARTICLE 55 SEVERABILITY CLAUSE**

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

## **ARTICLE 56 STRIKES AND LOCKOUTS**

There will be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform assigned work by the employees or the Association, and there will

be no lockouts by the County for the duration of this Agreement. The Association guarantees to support the County fully in maintaining operations in every way.

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

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

#### **ARTICLE 57 SPECIAL WAGE PROVISIONS**

1. The CNG Fuel System Inspector certification may be used by DTPW Field Test Engineer employees to be counted towards their ASE certifications and be compensated for the regular ASE payment based on having a total of four (4) or six (6) certifications. Employees will be eligible to receive a one (1) pay step increase.
2. Full-time bargaining unit employees in the Solid Waste Management Department in the classification of Transfer Station Superintendent shall receive one (1) pay step supplement.
3. Full-time bargaining unit employees in the Solid Waste Department, who are provided uniforms, will be eligible to receive an annual \$300.00 uniform maintenance allowance payable in January of each year.
4. Full-time bargaining unit employees in the Fire Department in the classification of Fire Code Compliance Administrator, who have attained and maintain State of Florida Fire Inspector II Certification, shall receive a one (1) pay step increase above their regular rate of pay.
- 4.5. Full-time bargaining unit employees will be eligible to receive a \$70.00 biweekly pay supplement.
- 5.6. Upon request of a department and after approval of by the Human Resources Department an employee may be designated a Leadworker, as defined in the approved County Pay Plan. When recommended by the concerned department appointing authority and approved by the Human Resources Department an employee may be designated as a Leadworker if the following conditions exist:
  - A Leadworker is assigned responsibility by the appointing authority to supervise one or more employees who are ordinarily classified the same as the Leadworker. Leadworkers perform their tasks under the direction of a supervisor of a higher level. Supervisors usually cannot be present to give constant supervision to the work because of duties and assignments which take them to other areas.
  - Leadworker designations may also be authorized by the Human Resources Department for certain positions where extraordinary duties and responsibilities are required. An employee designated as a Leadworker shall receive the equivalent of one (1) pay step. A Leadworker pay provision does not affect the employee's pay anniversary date. Leadworker pay provisions may be assigned and removed at the sole discretion of the County.

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

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

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

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

#### **ARTICLE 58 COMMUNITY MENTORING INITIATIVE**

Community Mentoring Initiative shall be authorized in accordance with Administrative Order 7-40 and upon approval by the Department Director, employees will be granted one (1) hour of administrative leave per week, up to a maximum of five (5) hours per month, to volunteer at one or more of the following activities assuming that such volunteer work is performed during normal scheduled work hours:

- Community volunteer activities such as mentoring, tutoring, guest speaking or providing any related services at the direction of the program or volunteer coordinator;
- Community service programs that meet child, elder or other human needs, including but not limited to, Guardian Ad Litem, Big Brother/Big Sister, Senior Corps and Adult Literacy.

#### **ARTICLE 59 TERM OF AGREEMENT AND REOPENING**

The collective bargaining agreement between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU Local 100 - ~~Supervisory~~ Professional Employees, shall be effective upon ratification by the Association and approval by the Board of County Commissioners of Miami-Dade County, Florida, which shall be the effective date for all provisions in this Agreement, unless otherwise provided in any specific Article. Once the Agreement is effective, it shall remain in force through May 31, 2026 ~~September 30, 2023~~. The economic benefits of this Agreement shall be applicable only to bargaining unit and/or County employees employed on or after ratification by the Board of County Commissioners of Miami-Dade County, Florida, notwithstanding the effective date set forth in any particular article.

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 shall have the right to reopen Article 38 (Group Health Insurance) of this agreement for health care redesign. The County may invoke the reopener clause by written notice to the Union no sooner than January 1, 2024~~22~~.

The parties agree to reopen Article 34 - Wages for the purpose of negotiating cost of living adjustments for the fiscal years 2023-2024, 2024-2025 and 2025-2026, no sooner than August 1, 2023.

In the event that during the term of this Agreement (~~October 1, 2020~~ June 1, 2023 to ~~September 30, 2023~~ May 31, 2026) another Miami-Dade County certified collective bargaining unit, directly under the purview of the County Mayor, successfully negotiates an across the board Cost of Living Adjustment increase which is effective during the term of this Agreement and is greater than the Cost of Living Adjustment increase provided for under Article 34 Wages, the Association shall automatically receive the across the board increase as the other Union.

Either party may require by written notice to the other between April 1, 2026~~3~~, and not later than April 30, 2026~~3~~, negotiations concerning modifications, amendments, and renewal of this Agreement to be

effective ~~October 1, 2023~~June 1, 2023. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of ~~October 1, 2023~~ June 1, 2026 through ~~September 30, 2026~~ May 31, 2029.

## **Addendum 1**

### **Group Health Cost Containment Initiatives**

This sets forth a list of cost savings initiatives identified during the course of cost containment meetings that, if aggressively and effectively implemented, should achieve the projected cost savings commitments of \$21 million for plan year 2019. Moreover, the Union and the County have agreed that the County and the Union shall jointly continue to seek additional ways to reduce the cost of providing benefits while maintaining the integrity of the benefits received by the Union members.

The Healthcare Cost Containment Workgroup ("Workgroup") shall continue and shall meet regularly to review progress. In addition, if following a January or July meeting the Employer Designees reasonably believe that the Healthcare Fund has not implemented modifications and initiatives sufficient to produce the foregoing approximate savings, or there is a disagreement over adoption of a modification or initiative, the dispute shall be resolved according to an internal appeal process, but shall not be subject to arbitration.

In consideration of flat insurance premiums for the plan year 2019-2020 and the 2019 cost containment initiatives, the County agrees to continue the County's Medical Plan, which is currently administered by AvMed, with no plan design changes other than those indicated in this agreement and those required by State or Federal Law. All other health benefit plans offered by the County will remain the same pursuant to current collective bargaining agreement. Additionally, in consideration of the changes stated below, employees will be given the opportunity to learn more about the changes to the benefit plans. Therefore, the County will also provide educational sessions prior to the 2019 open enrollment.

Effective January 1, 2019, or if after January 2019, upon ratification of the 2017-20 collective bargaining agreement the Miami-Dade County Group Health Plan shall be amended as follows.

Participation and acceptance of the 2019 cost containment plan redesign initiatives that are expected to reduce the plans expenditures will allow premiums to remain flat for the duration of this Collective Bargaining Agreement ("CBA") 2023-2026 ~~2017-2020~~. The contributions for insurance premiums are listed in Appendix 2.

As it is the intention of the parties to maintain and improve the County's programs, these and other adjustments are needed to preserve the resources of the Healthcare Fund to provide its comprehensive health coverage in the face of rising health care costs. Thus, without limiting the potential cost savings approaches the Mayor and his designees should pursue, they are directed to implement appropriate savings which may include the following programs, policies\_and plan changes:

## 1. Pharmacy

- i. **Generic first across all plans:** The employee/member will be required to use generic medication first. The employee/member will be allowed to use brand-name drugs only after first trying similar generic medications and the generic medication has not been effective in treating employee/members condition. If brand-name medication is required, the employee/member will be responsible for the difference in cost of the generic medication versus the brand medication.
- ii. **Mail-Order/90-Day Limited Network Retail Pharmacy Solution for maintenance/ preventive drugs:** The employee/member will be required to use mail order or pick up prescriptions at an in-network retail pharmacy for all maintenance/preventive drugs needed for a long-term health condition. First time prescription will only be filled at retail pharmacy three (3) times and subsequent refills would be filled using mail order pharmacy or an in-network 90 day retail pharmacy. The employee/member will pay only two (2) copays for a 90 day refill of mail order or a limited network 90 day retail pharmacy for prescriptions.
- iii. **AvMed Standard Formulary:** The current formularies in both HMO and POS plans will be removed and all employee/member plans will use AvMed's Standard Formulary. The employee/member whose medication is not on the AvMed Standard Formulary, with physician's recommendation, will be transitioned to a similar medication that is on the AvMed Standard Formulary. For those employees/members whose medication does not have a similar medication available, will be allowed to continue with current medication, "grandfathered", until such time the course of treatment is completed and/or no longer needed.

## 2. Medical

**Eliminate Private Healthcare Network ("PHCS") from High HMO and POS Elite Network:** AvMed will continue to assume administration over the County's Medical Plans, and lease the Elite (PHCS) wrap network for medical services to achieve Provider discounted rates for out-of-area services. All employee/members in the AvMed service area currently using PHCS providers would be redirected and transitioned to AvMed Network Providers, except those in POS who choose to use their out-of-network benefit, subject to applicable copays. The employees/members in the HMO plans do not have out-of-network benefits. Therefore, PHCS will no longer be available. The out-of-area plan retirees enrolled in the High Option HMO plan will not be affected by this change.

## 3. New Hires

**Enrollment in Jackson First Advantage HMO/Select HMO:** The Jackson First Advantage HMO and the AvMed Select HMO Medical Plans will be the only group health plan choices available for benefit eligible newly hired employees and their dependents hired after ratification for plan year

effective January 1, 2019 and thereafter. This will not affect existing employees and their dependents currently enrolled in a County group health benefit program.

**4. Freestanding Imaging**

**Freestanding imaging only:** The employee/member will be required to have all (non-emergency) Imaging/Radiology services done at an in-network freestanding facility of their choice. All occurrences of emergency room visits and hospital admits are excluded from this requirement.

**5. Utilization Driven Co-pays**

**Change co-pays:** The utilization driven changes to co-pays are indicated in Addendum 2 and will become effective January 1, 2019 and thereafter.

The County and the Union are committed to working together to maintain and improve the ability of the Employers to provide quality health care through joint labor-management efforts; to insure appropriate funding and resources for health care through joint legislative work; and to insure that there is affordable health care and access to health care for the employees of Miami-Dade County through continuing to fund initiatives, and other joint ventures; and

The County and the Union agree that Article 38 (Group Health Insurance) of the collective bargaining agreement between them shall be modified as set forth in the attachment hereto.

## Addendum 2

### Medical Plan Premiums

| <u>TIER LEVEL</u>                | <u>First Choice<br/>Advantage<br/>HMO/Jackson<br/>First HMO</u> | <u>Select Advantage<br/>HMO/Select Network HMO</u> | <u>HMO<br/>Advantage/High<br/>Option HMO</u> | <u>POS<br/>Advantage/POS<br/>Plan</u> |
|----------------------------------|-----------------------------------------------------------------|----------------------------------------------------|----------------------------------------------|---------------------------------------|
| <u>EMPLOYEE ONLY</u>             | <u>\$0.00</u>                                                   | <u>\$0.00</u>                                      | <u>\$75.00</u>                               | <u>\$100.00</u>                       |
| <u>EMPLOYEE +<br/>CHILD(REN)</u> | <u>\$112.02</u>                                                 | <u>\$141.00</u>                                    | <u>\$180.17</u>                              | <u>\$285.86</u>                       |
| <u>EMPLOYEE + SPOUSE</u>         | <u>\$134.71</u>                                                 | <u>\$166.00</u>                                    | <u>\$208.35</u>                              | <u>\$344.54</u>                       |
| <u>EMPLOYEE + FAMILY</u>         | <u>\$197.84</u>                                                 | <u>\$236.00</u>                                    | <u>\$287.77</u>                              | <u>\$595.59</u>                       |

### Miami-Dade County Copays

| <u>PLANS</u>                                                       | <u>First Choice<br/>Advantage</u> | <u>Select<br/>Advantage<br/>HMO</u> | <u>HMO<br/>Advantage</u> | <u>POS Advantage</u> |
|--------------------------------------------------------------------|-----------------------------------|-------------------------------------|--------------------------|----------------------|
| PCP Office Visits                                                  | \$10                              | \$15                                | \$15                     | \$15                 |
| Specialist Office Visits                                           | \$30                              | \$30                                | \$40                     | \$40                 |
| MD Live - Virtual Visit (phone or internet)                        | \$10                              | \$10                                | \$10                     | \$10                 |
| Preventive Care (Annual Visit)                                     | \$0                               | \$0                                 | \$0                      | \$0                  |
| Peditrican Office Visits                                           | \$10                              | \$15                                | \$15                     | \$15                 |
| Maternity: (1st visit only, no charge for subsequent visits)       | \$30                              | \$30                                | \$50                     | \$50                 |
| Inpatient Facility                                                 | \$100                             | \$100                               | \$200                    | \$200                |
| Outpatient Facility                                                | \$50                              | \$50                                | \$100                    | \$100                |
| Emergency Room (waived if admitted)                                | \$100                             | \$100                               | \$150                    | \$200                |
| Urgent Care at Jackson UC Centers                                  | \$15                              | \$15                                | \$15                     | \$25                 |
| Urgent Care (all others)                                           | \$25                              | \$25                                | \$25                     | \$50                 |
| Rehabilitation Services                                            | \$20                              | \$25                                | \$30                     | \$30                 |
| * Prescription Drugs (Retail, 30 Supply)                           |                                   |                                     |                          |                      |
| Generic                                                            | \$15                              | \$15                                | \$15                     | \$15                 |
| Preferred                                                          | \$25                              | \$25                                | \$40                     | \$40                 |
| Non-Preferred                                                      | \$35                              | \$35                                | \$55                     | \$55                 |
| Specialty RX                                                       | \$50                              | \$50                                | \$150                    | \$200                |
| Mail Order Pharmacy - Maintenance 90 Day Supply                    |                                   |                                     |                          |                      |
| Generic                                                            | \$30                              | \$30                                | \$30                     | \$30                 |
| Preferred                                                          | \$50                              | \$50                                | \$80                     | \$80                 |
| Non-Preferred                                                      | \$70                              | \$70                                | \$110                    | \$110                |
| * Assumes "Standard Formulary" AND "Generics First" implementation |                                   |                                     |                          |                      |

COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY,  
AND  
THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA  
OPEIU, LOCAL 100 – PROFESSIONAL EMPLOYEES  
~~OCTOBER 1, 2020 – SEPTEMBER 30, 2023~~  
JUNE 1, 2023 – MAY 31, 2026

This Agreement signed this \_\_\_\_ day of \_\_\_\_\_, 20232.

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

For Miami-Dade County

Fredricka Green ~~Greg Blackman~~, President

Daniella Levine Cava, Mayor

Luiz Morizot ~~Fredricka Green~~, 1<sup>st</sup> Vice President

Jimmy Morales, Chief Operations Officer

Ralston Coombs, ~~Luiz Morizot~~, 2<sup>nd</sup> Vice President

Arleene Cuellar, Director  
Human Resources Department

Walter Clarit Jr., Treasurer

Tyrone W. Williams, Esq.  
HR Division Director, Labor Relations  
Human Resources Department

Donald D. Slesnick II, Esq.  
Attorney for the Association

Grettel Perez  
Labor Relations Manager  
Human Resources Department

Witness

Myra Marlow  
Labor Relations Specialist  
Human Resources Department

**APPENDIX**  
**GSAF PROFESSIONAL - OCCUPATIONAL TITLE AND CODE**

| <b>BARGAINING UNIT</b> | <b>OCCUPATIONAL TITLE</b>      | <b>OCC CODE</b> |
|------------------------|--------------------------------|-----------------|
| M                      | ACCREDITATION MANAGER          | 806             |
| M                      | ADMINISTRATIVE OFFICER 1       | 810             |
| M                      | ADMINISTRATIVE OFFICER 2       | 811             |
| M                      | ADULT CENTER MANAGER           | 3218            |
| M                      | AIRPORT BLDG SYSTEMS SPEC      | 5248            |
| M                      | AIRPORT ENG                    | 5282            |
| M                      | AIRPORT PROTOCOL OFFICER       | 5360            |
| M                      | AIRPORT PROTOCOL REPRES        | 5363            |
| M                      | AIRPORT REV CONTROL ANALY 1    | 5237            |
| M                      | AIRPORT REV CONTROL ANALY 2    | 5238            |
| M                      | ARCHITECT 1                    | 1032            |
| M                      | ARCHITECT 2                    | 1033            |
| M                      | ASD ADOPT & VOLUNTEER COORD    | 1145            |
| M                      | ASD CITATION SPEC              | 1161            |
| M                      | ASST LIBRARY CURATOR           | 7131            |
| M                      | AVIA BUSINESS SYSTEMS SPEC     | 5240            |
| M                      | AVIA CUSTOMER SERVICE REP      | 5206            |
| M                      | AVIA FACILITIES FIN COORD      | 5232            |
| M                      | AVIA JUNIOR PLANNER            | 5283            |
| M                      | AVIA MARKETING SPEC            | 5234            |
| M                      | AVIA PLANNER                   | 5284            |
| M                      | AVIA PROPERTY MANAGER          | 5210            |
| M                      | AVIA SR INFR SYS ENG           | 5349            |
| M                      | AVIA SUPP COMPLIANCE COORD     | 5315            |
| M                      | AVIA VOL INFOR PROG COORD      | 5251            |
| M                      | AVIATION PROPERTY MANAGER      | 9156            |
| M                      | AVIATION SYSTEMS COORDINATOR   | 5290            |
| M                      | BIOLOGIST 1                    | 1530            |
| M                      | BIOLOGIST 2                    | 1531            |
| M                      | BLDG PLANS PROCESSOR           | 2167            |
| M                      | BUSINESS DEV SPEC 1            | 3676            |
| M                      | BUSINESS DEV SPEC 2            | 3677            |
| M                      | BUSINESS RESOURCES COORDINATOR | 9991            |
| M                      | C&R PRE-TRIAL SERV OFFICER 1   | 4541            |
| M                      | C&R PRE-TRIAL SERV OFFICER 2   | 4542            |
| M                      | C&R SANITATION & SAFETY ADMIN  | 4564            |
| M                      | CA&HSD BUSINESS PROCESS SPECIA | 3715            |
| M                      | CADD SPECIALIST                | 1025            |
| M                      | CHEMIST 1                      | 1525            |
| M                      | CHEMIST 2                      | 1526            |

| <b>BARGAINING UNIT</b> | <b>OCCUPATIONAL TITLE</b>        | <b>OCC CODE</b> |
|------------------------|----------------------------------|-----------------|
| M                      | CLINICAL REHAB SERV COUNSELOR    | 3054            |
| M                      | CLINICAL SOCIAL WORKER           | 3112            |
| M                      | COMPUTER SERVICES MGR            | 1847            |
| M                      | CONSERVATION & RESEARCH SPEC     | 7297            |
| M                      | CONSTRUCTION SPECIFIC WRITER     | 1026            |
| M                      | CONTRACTS OFFICER                | 3820            |
| M                      | CONVENTION/TOURIST TAX EX 1      | 337             |
| M                      | CONVENTION/TOURIST TAX EX 2      | 338             |
| M                      | CORRECTIONAL COUNSELOR 1         | 4523            |
| M                      | CORRECTIONAL COUNSELOR 2         | 4524            |
| M                      | COURT IT PROJECT MANAGER         | 9259            |
| M                      | COURTS SR PROCUREMENT OFF        | 4012            |
| M                      | CURRICULUM SPECIALIST            | 3710            |
| M                      | DEERING EST BUSINESS MGR         | 7350            |
| M                      | DEERING EST EDUC SPEC            | 7273            |
| M                      | DEERING EST EXH&COLL COORD       | 7276            |
| M                      | DEERING EST NAT RES PROG MGR     | 7351            |
| M                      | DEERING ESTATE VIST SERV COORD   | 7291            |
| M                      | DEPT RECORDS SUPERVISOR          | 809             |
| M                      | DISABLED SERVICES SPEC           | 3214            |
| M                      | DSWM CONTRACTS COMPL AYALYST     | 6336            |
| M                      | DSWM ENVIRON AFFAIRS MGR         | 6363            |
| M                      | DSWM RECYCLING MANAGER           | 6342            |
| M                      | DSWM SVC COMPLAINT COORD         | 6345            |
| M                      | DTPW CONTRACTS COMPL OFFR        | 8232            |
| M                      | DTPW FIELD TEST ENGINEER         | 8358            |
| M                      | DTPW LOSS PREVENTION COORD       | 8259            |
| M                      | DTPW OPERATIONS OFFICER          | 8284            |
| M                      | DTPW PASS AMENITIES OFFICER      | 8295            |
| M                      | DTPW PROPERTY MGT SUPV           | 8266            |
| M                      | DTPW QUALITY ASSUR ANYST         | 8277            |
| M                      | DTPW SAFETY OFFICER              | 8207            |
| M                      | EDUCATION AND OUTREACH MANAGER   | 8955            |
| M                      | ELECTIONS OPERATIONS ADMIN       | 2425            |
| M                      | ELECTIONS PROCEDURES SPEC        | 2403            |
| M                      | ELECTRICAL PLANS PROCESSOR       | 2168            |
| M                      | EMD QUALITY ASSURANCE SPEC 1     | 4143            |
| M                      | EMERGENCY MGT PLANNER            | 4175            |
| M                      | EMERGENCY MGT SPEC               | 9341            |
| M                      | EMPLOYEE RECOGNITION COORDINATOR | 2310            |
| M                      | EMPLOYEE DEVELOPMENT SPEC 1      | 440             |
| M                      | EMPLOYEE DEVELOPMENT SPEC 2      | 442             |

| BARGAINING UNIT | OCCUPATIONAL TITLE              | OCC CODE |
|-----------------|---------------------------------|----------|
| M               | ENERGY MANAGEMENT SPECIALIST    | 782      |
| M               | ENGINEER 1                      | 1020     |
| M               | ENGINEER 2                      | 1021     |
| M               | ENVIRONMENTAL CODE ENF OFF 1    | 1547     |
| M               | ENVIRONMENTAL CODE ENF OFF 2    | 1548     |
| M               | ENVIRONMENTAL RES PROJ SUPV     | 1554     |
| M               | ERP BUSINESS ANALYST 2          | 381      |
| M               | ERP DEVELOPER 1                 | 9869     |
| M               | ERP DEVELOPER 2                 | 9870     |
| M               | ERP SECURITY ADMINISTRATOR 1    | 9010     |
| M               | ERP SECURITY ADMINISTRATOR 2    | 9873     |
| M               | ERP SYSTEMS ADMINISTRATOR       | 9874     |
| M               | EXERCISE PHYSIOLOGIST           | 4153     |
| M               | FINANCE & BUDGET ADMIN 1        | 838      |
| M               | FINANCE AND BUDGET ANALYST      | 837      |
| M               | FINANCE INFORMATION SPECIALIST  | 320      |
| M               | FINANCE SHARED SERV SPEC 1      | 367      |
| M               | FIRE CODE COMPLIANCE ADMIN.     | 4164     |
| M               | FLEET ADMINISTRATIVE COORDNTR   | 6139     |
| M               | FLEET MANAGEMENT ANALYST 2      | 6127     |
| M               | GEN AVIATION BUSINESS DEV COORD | 5231     |
| M               | GOLF MARKETING COORDINATOR      | 7505     |
| M               | GRANTS SPECIALIST               | 804      |
| M               | GROUNDWATER MODELING PRG COORD  | 1519     |
| M               | HISTORIC PRESERVATION SPEC      | 2062     |
| M               | HOMELESS TRUST HOUSING COORDIN  | 9183     |
| M               | HR FINANCE & BUDGET SPECIALIST  | 444      |
| M               | HYDROGEOLOGIST 1                | 1520     |
| M               | HYDROGEOLOGIST 2                | 1521     |
| M               | INFORMATION REPRESENTATIVE      | 2305     |
| M               | ISD OPERATIONS COORDINATOR      | 290      |
| M               | ISD PROJ COST&SCHEDG SPEC       | 6423     |
| M               | ITD INFRASTRUCTURE SYS ENG      | 1744     |
| M               | ITD RADIO SYSTEMS MANAGER       | 1739     |
| M               | ITD SR INFRASTRUCTURE ENG       | 1746     |
| M               | JOB DEVELOPER                   | 3806     |
| M               | JSD PREVENTION COORDINATOR      | 4403     |
| M               | JUNIOR PLANNER                  | 2007     |
| M               | JUVENILE ASMNT SUPV             | 4399     |
| M               | JUVENILE ASSMNT COUNSELOR       | 4396     |
| M               | JUVENILE ASSMT COUN SUPV 1      | 4397     |
| M               | JUVENILE SERVICES SPEC          | 3178     |

| <b>BARGAINING UNIT</b> | <b>OCCUPATIONAL TITLE</b>           | <b>OCC CODE</b> |
|------------------------|-------------------------------------|-----------------|
| M                      | LANDSCAPE ARCHITECT 1               | 7357            |
| M                      | LANDSCAPE ARCHITECT 2               | 7358            |
| M                      | LIBRARIAN 1                         | 7151            |
| M                      | LIBRARIAN 2                         | 7152            |
| M                      | LIBRARY MEDIA PROJECT COORDINATOR   | 7115            |
| M                      | LIBRARY MEDIA PROJECT SPEC          | 7117            |
| M                      | MARKETING SERVICES COORDINATOR      | 802             |
| M                      | MATERIALS MANAGEMENT SUPV           | 233             |
| M                      | MDEAT HAP OUTREACH/TRAINING SP      | 3347            |
| M                      | MDEAT TEEN/STUDENT COURT SPEC.      | 3344            |
| M                      | MDFR PR MEDIA EVE COOR              | 4189            |
| M                      | MDFR PROG & STAFF ANALYST 1         | 4430            |
| M                      | MDFR PROG & STAFF ANALYST 2         | 4431            |
| M                      | MDFR TRAIN. & DEV. SPECIALIST       | 4162            |
| M                      | MDPD BUISNESS MGT OFFICER           | 4359            |
| M                      | MDPD INTELLIGENCE ANALYST           | 4252            |
| M                      | ME ADMINISTRATIVE COORD             | 2925            |
| M                      | MECHANICAL PLANS PROCESSOR          | 2169            |
| M                      | MEDIA&PUBLIC RELATIONS OFFICER      | 842             |
| M                      | MENTAL HEALTH ASSESS SPEC           | 3183            |
| M                      | MGR AVIA RENTAL CAR FACILITY        | 5137            |
| M                      | MGR COMM FINANCIAL SRVC             | 1175            |
| M                      | MGR DTPW TREASURY SERV              | 8347            |
| M                      | MGR, DTPW MARKETING & COMMUNICATION | 8352            |
| M                      | NEIGHBORHOOD SERV CENTER DIR        | 3065            |
| M                      | NEW BUS CONTRACTING OFF             | 5937            |
| M                      | NEW BUSINESS ANALYST                | 5938            |
| M                      | NUTRITION SERVICES SPECIALIST       | 2840            |
| M                      | OCCUPATION HEALTH SPECIALIST        | 4151            |
| M                      | OUTREACH SPECIALIST                 | 7113            |
| M                      | PEST CONTROL MANAGER                | 6462            |
| M                      | PHCD ALF FACILITY COORDINATOR       | 9877            |
| M                      | PHCD ASSIT ALF ADMINISTRATOR        | 9137            |
| M                      | PHCD COMPLIANCE OFFICER             | 3473            |
| M                      | PHCD FAC& DEV. CONTR COORDINA       | 3442            |
| M                      | PHCD PROCUREMENT CONTRACTS OFF      | 3547            |
| M                      | PHCD QUAL. & ASSUR OFFICER          | 3417            |
| M                      | PHCD RESIDENT SERVICES COOR         | 3534            |
| M                      | PHCD WAITING LIST SPECIALIST        | 3430            |
| M                      | PLANNING SECTION SUPERVISOR         | 2012            |
| M                      | PLUMBING PLANS PROCESSOR            | 2170            |
| M                      | POLICE COUNSELOR                    | 4283            |

| BARGAINING UNIT | OCCUPATIONAL TITLE             | OCC CODE |
|-----------------|--------------------------------|----------|
| M               | POLICE FINANCIAL INVESTIGATOR  | 4361     |
| M               | PROCUREMENT SYSTEMS SPECIALIST | 179      |
| M               | PROJ COST & SCHEDULING SPEC    | 1041     |
| M               | PROS ART&CULTURE PROG SPEC     | 7315     |
| M               | PROS BUSINESS DEVELOPMENT SPEC | 7337     |
| M               | PROS BUSINESS SPECIALIST 1     | 7334     |
| M               | PROS BUSINESS SPECIALIST 2     | 7335     |
| M               | PROS BUSINESS SPECIALIST 3     | 7336     |
| M               | PROS DESIGN & ADVERTISING CORD | 7307     |
| M               | PROS DESIGN & ADVERT SPEC      | 7308     |
| M               | PROS MARKETING SPECIALIST      | 7345     |
| M               | PROS PARK PLANNER 1            | 7285     |
| M               | PROS PARK PLANNER 2            | 7286     |
| M               | PROS PARK PLANNER 3            | 7287     |
| M               | PROS PARK PLANNING SECT SUPV   | 7288     |
| M               | PROS SAFETY AND TRAINING SPEC  | 7292     |
| M               | PROS SALES SYSTEM SPECIALIST   | 7339     |
| M               | QUALITY ASSURANCE ENGINEER 1   | 886      |
| M               | RECREATION SPECIALIST 1        | 7303     |
| M               | RECREATION STRAT PLANNER       | 7309     |
| M               | RECREATION THERAPIST 1         | 2816     |
| M               | RECREATION THERAPIST 2         | 2817     |
| M               | REHAB SERVICES COUNSELOR 2     | 3050     |
| M               | REHAB SERVICES SUPERVISOR      | 3060     |
| M               | RER PRODUCT CONTROL INSPECTOR  | 2616     |
| M               | RER RESILIENCY COORDINATOR 1   | 787      |
| M               | RER RESILIENCY COORDINATOR 2   | 788      |
| M               | RER RESILIENCY METRICS ANALYST | 789      |
| M               | RER SECTION COORDINATOR        | 1044     |
| M               | RER SUPPORT COMPLIANCE SPEC    | 2244     |
| M               | REVENUE & PRODUCTIVITY ANLST 1 | 343      |
| M               | REVENUE & PRODUCTIVITY ANLST 2 | 344      |
| M               | RISK MANAGEMENT APPRAISER      | 1913     |
| M               | RISK MANAGEMENT SPECIALIST     | 1973     |
| M               | ROAD CONSTRUCTION ENGINEER     | 1043     |
| M               | ROOF PLANS PROCESSOR           | 2172     |
| M               | RSVP COORDINATOR               | 3019     |
| M               | DBD PROFESSIONAL SERV SPEC     | 3666     |
| M               | SBD SR PROF SERV SPEC          | 3667     |
| M               | SCADA OPERATIONS SPECIALIST    | 5589     |
| M               | SEAPORT BUSINESS PERMITS SPEC  | 1403     |
| M               | SEAPORT PUBLIC OUTRCH & EVE CR | 1378     |

| BARGAINING UNIT | OCCUPATIONAL TITLE             | OCC CODE |
|-----------------|--------------------------------|----------|
| M               | SENIOR PLANNER                 | 2008     |
| M               | SENIOR SOCIAL MEDIA SPECIALIST | 9562     |
| M               | SFWIB ADA COORDINATOR          | 3833     |
| M               | SFWIB CONT COMPLIANCE OFFICER  | 3821     |
| M               | SFWIB ELIGIBILITY VER. SPEC. 2 | 9990     |
| M               | SFWIB MARKETING SPECIALIST     | 3888     |
| M               | SFWIB OPERATIONS SPECIALIST    | 3838     |
| M               | SFWIB POLICY COORDINATOR       | 3832     |
| M               | SFWIB PROGRAM SPECIALIST       | 891      |
| M               | SOCIAL MEDIA SPECIALIST        | 9970     |
| M               | SOCIAL SERVICES REPORT SPEC    | 3175     |
| M               | SOCIAL SERVICES SUPERVISOR 1   | 3009     |
| M               | SOCIAL WORKER 1                | 3006     |
| M               | SOCIAL WORKER 2                | 3007     |
| M               | SOCIAL WORKER 2                | 3008     |
| M               | SR EMPLOYEE BENEFITS SPEC      | 1937     |
| M               | SUMMER FOOD SRV PRG SUPV       | 9068     |
| M               | SUSTAINABILITY INI COORD       | 786      |
| M               | TECH SERVICES PLANNER/SCHED    | 6466     |
| M               | TECHNICAL SERVICES COORDINATOR | 1650     |
| M               | TECHNICAL TRAINING SPEC 1      | 1862     |
| M               | TECHNICAL TRAINING SPEC 2      | 1863     |
| M               | TENNIS FACILITY MANAGER        | 7353     |
| M               | THEATER ADMINISTRATOR          | 8967     |
| M               | THEATER FOOD & BVRG CONCSN MGR | 8957     |
| M               | THEATER HOUSE MANAGER          | 8958     |
| M               | THEATER MARKETING COORDINATOR  | 8952     |
| M               | TRAF CONTR STD&SPEC COORD      | 1097     |
| M               | TRAFFIC CONCURRENCY ADMIN      | 1048     |
| M               | TRAFFIC ENGINEER 1             | 1094     |
| M               | TRAFFIC ENGINEER 2             | 1095     |
| M               | TRAINING SPECIALIST 1          | 420      |
| M               | TRAINING SPECIALIST 2          | 422      |
| M               | TRAINING SPECIALIST 3          | 424      |
| M               | TRANSFER STATION SUPT          | 6339     |
| M               | TRANSLATOR, MIAMI DADE COUNTY  | 2360     |
| M               | TV PRODUCER                    | 2345     |
| M               | UTILITY DAMAGES INVESTIGATOR   | 5936     |
| M               | VETERANS SERVICES SPECIALIST   | 3204     |
| M               | VICTIM CRIME ACT SPECIALIST 1  | 3013     |
| M               | VICTIM OF CRIME ACT SPEC 2     | 3015     |
| M               | VIDEO PRODUCER                 | 2336     |

| <b>BARGAINING<br/>UNIT</b> | <b>OCCUPATIONAL TITLE</b>      | <b>OCC CODE</b> |
|----------------------------|--------------------------------|-----------------|
| M                          | W&S BUSINESS PROCESS SPEC      | 5740            |
| M                          | W&S BUSINESS PROCESS SR SPEC   | 5741            |
| M                          | W&S CON SCHED & CLAIMS ANALYST | 5742            |
| M                          | W&S SR CONSTR COMPLIANCE SPEC  | 5908            |
| M                          | W&S EMP SFTY&DEVELOP INSTR     | 5902            |
| M                          | W&S ENG COST&SCHEDULING SPEC   | 5536            |
| M                          | W&S ENVIRONMENTAL CHEMIST 1    | 5926            |
| M                          | W&S ENVIRONMENTAL CHEMIST 2    | 5927            |
| M                          | W&S ERP BUSINESS SPECIALIST 1  | 5612            |
| M                          | W&S ERP BUSINESS SPECIALIST 2  | 5611            |
| M                          | W&S ERP SENIOR BUSINESS SPEC   | 5610            |
| M                          | W&S LIABILITY CLAIMS ADMIN     | 5934            |
| M                          | W&S MAINT PLANNER/SCHEDULER    | 5965            |
| M                          | W&S MICROBIOLOGIST             | 5925            |
| M                          | W&S PAVING COST ESTIMATOR      | 5920            |
| M                          | W&S QUALITY ASSURANCE GIS SPEC | 5662            |
| M                          | W&S RATE ANALYST               | 5932            |
| M                          | W&S SENIOR MICROBIOLOGIST      | 5923            |
| M                          | ZOO CONSERV&RES SPEC           | 7479            |
| M                          | ZOO GRAPHICS&EXHIBITRY MGR     | 7432            |
| M                          | ZOO GROUP SALES & EVENTS MGR   | 7453            |
| M                          | ZOO OPERATIONS SPECIALIST 1    | 7463            |
| M                          | ZOO OPERATIONS SPECIALIST 2    | 7464            |



## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** May 16, 2023

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

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

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Amended  
Agenda Item No. 9(A)(4)  
5-16-23

**RESOLUTION NO. R-472-23**

RESOLUTION APPROVING AND RATIFYING THE 2023-2026 COLLECTIVE BARGAINING AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100 - PROFESSIONAL EMPLOYEES UNIT; WAIVING REQUIREMENTS OF RESOLUTION NO. R-130-06; AND AUTHORIZING THE COUNTY MAYOR TO EXECUTE, IMPLEMENT AND ADMINISTER THE AGREEMENT; PROVIDING THAT THE BOARD WILL DECIDE WHETHER TO DEDUCT AND COLLECT UNION DUES AND ASSESSMENTS

**WHEREAS**, the County Mayor and the Government Supervisors Association of Florida (GSAF), OPEIU, Local 100 – Professional Employees Unit (the “Union”), representing employees working in various County Departments, have concluded collective bargaining resulting in the 2023-2026 collective bargaining agreement attached to the accompanying County Mayor’s memorandum which is incorporated herein by reference; and

**WHEREAS**, under Florida law, a collective bargaining agreement is not binding on the public employer until such agreement is ratified by the public employees and the legislative body of the public employer; and

**WHEREAS**, the 2023-2026 collective bargaining agreement attached to the County Mayor’s memorandum is scheduled for a ratification vote by the Union on May 24, 2023; and

**WHEREAS**, if the Union ratifies the Agreement, the County Mayor recommends approval and ratification of the 2023-2026 collective bargaining agreement for the reasons set forth in the accompanying memorandum; and

**WHEREAS**, because ratification by this Board and the Union is required before the 2023-2026 collective bargaining agreement is binding under state law, the County Mayor recommends

that the Board waive the requirements of Resolution No. R-130-06 to allow the agreement to be executed by the County and the Union after it has been ratified by the Union and this Board; and

**WHEREAS**, this Board desires to ratify the 2023-2026 collective bargaining agreement, attached to the County Mayor's memorandum, accomplish the purposes outlined in the County Mayor's memorandum and waive the requirements of Resolution No. R-130-06,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board:

**Section 1.** Approves and ratifies the collective bargaining agreement by and between Miami-Dade County and the Government Supervisors Association of Florida, OPEIU, Local 100 – Professional Employees Unit, for the period of June 1, 2023 through May 31, 2026, which is attached to the accompanying County Mayor's memorandum and incorporated herein by reference.

**Section 2.** Authorizes the County Mayor to execute, implement and administer the Agreement, and waives the requirements of Resolution No. R-130-06 to allow the agreement to be fully executed after the Board's action.

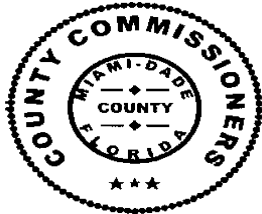
**Section 3.** Provides that the Board will decide whether the County will deduct and collect the Union's dues and uniform assessments from the salaries of employees in the bargaining unit.

The foregoing resolution was offered by Commissioner **Oliver G. Gilbert, III**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** and upon being put to a vote, the vote was as follows:

|                                  |               |                      |               |
|----------------------------------|---------------|----------------------|---------------|
| Oliver G. Gilbert, III, Chairman | <b>aye</b>    |                      |               |
| Anthony Rodríguez, Vice Chairman | <b>aye</b>    |                      |               |
| Marleine Bastien                 | <b>aye</b>    | Juan Carlos Bermudez | <b>aye</b>    |
| Kevin Marino Cabrera             | <b>aye</b>    | Sen. René García     | <b>nay</b>    |
| Roberto J. Gonzalez              | <b>aye</b>    | Keon Hardemon        | <b>aye</b>    |
| Danielle Cohen Higgins           | <b>aye</b>    | Eileen Higgins       | <b>absent</b> |
| Kionne L. McGhee                 | <b>aye</b>    | Raquel A. Regalado   | <b>aye</b>    |
| Micky Steinberg                  | <b>absent</b> |                      |               |

The Chairperson thereupon declared this resolution duly passed and adopted this 16<sup>th</sup> day of May, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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



LUIS G. MONTALDO, CLERK AD INTERIM

**Basia Pruna**

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

Marlon D. Moffett