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Title: **Miami-Dade, County of (Professional Employees Agreement) and Government Supervisors Association of Florida, Office & Professional Employees International Union (OPEIU), AFL-CIO, Local 100 (2002)**

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Location: **FL**

Employer Name: **Miami-Dade, County of (Professional Employees Agreement)**

Union: **Government Supervisors Association of Florida, Office & Professional Employees International Union (OPEIU), AFL-CIO**

Local: **100**

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Sector: **L**

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810656

1150 workers

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

MIAMI-DADE COUNTY, FLORIDA

AND

THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA  
OPEIU, LOCAL 100 - PROFESSIONAL EMPLOYEES

OCTOBER 1, 2002 - SEPTEMBER 30, 2005

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and regulations in conflict herewith. However, if no conflict exists, employees shall be governed in all respects by those Personnel Rules, Administrative 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

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. An employee may upon thirty (30) day written notice to the County and the Association revoke his dues deduction.

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. Dismissals, reductions in pay, reprimands, counselling, 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.

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

grievance within the time limits provided, the grievance shall automatically proceed to the next step.

Either party shall be permitted one (1) extension 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.

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. 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.



or panels will be immediately requested from the American Arbitration Association.

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

Such requests, including a job description prepared by the employee and commented upon by the Department shall be forwarded to the Personnel Services Division by the employee's department within thirty (30) working days of receipt of request. Within forty-five (45) calendar days of receipt of the request for reclassification, the Personnel Services Division shall render a decision in writing.

2. If the employee is not satisfied with the decision of the Personnel Services Division, they may, within ten (10) calendar days of receipt of the decision, request in writing, a hearing by the Employee Relations Director. At the hearing, the employee may be accompanied by a representative of their choosing and may produce any documents and evidence to support the claim for reclassification. The Association has the right to be in attendance at the appeal hearing. The Employee Relations Director will explain the basis for the decision in writing in the event the request is denied. The Employee Relations Director shall hold such hearing within forty-five (45) calendar days of the request and render a decision within thirty (30) days after the conclusion of the hearing.
3. Whenever the Employee Relations Director determines that an employee is misclassified, the employee shall be placed in a current, appropriate classification, unless the Employee

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 Personnel Services Division Director. This hearing shall be held at a mutually agreeable time, within thirty (30) days.
  
3. It is understood by the parties, that the duties enumerated in job descriptions are not always specifically described and are to be construed liberally. Within present job descriptions, the County may assign tasks and duties which involve minor and occasional variation from the job descriptions to employees as long as the tasks and duties assigned fall within skills and other factors common to the classification.
  
4. It is understood by the Parties, the duties to be added in the proposed change in the job description shall bear a reasonable

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 Labor Management Director and the concerned Department Director. Such written request shall contain a list of the topics to be addressed at the Committee meeting. The purpose of these meetings will be to discuss with the employees, problems, and issues of mutual concern not involving grievances or matters which have been the subject of collective bargaining between the parties.

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

the event that such discussions result in a written recommendation between the Association and the concerned Department Director, such recommendation will be submitted to the County's Employee Relations Department for review and final determination. The decision of the Employee Relations Department shall be final and binding on the Association and the concerned Department, and shall not be subject to any further appeal and will not be subject to the Florida Statute impasse provisions or the contract grievance procedure.

#### 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 Management 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 fifteen (15) 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

The employee should be scheduled for a private disciplinary session at which they have the right to the presence of a representative of their choosing. The employee will be given a reasonable opportunity (no less than 48 hours) to obtain a representative. The parties agree to conduct disciplinary action sessions in a professional manner. These sessions are intended to provide the employee with an explanation of the charges and notice that disciplinary action is being considered. Any questions which the employee may have should be answered. The response of the employee, including their own explanation of the incident or mitigating circumstances shall be noted. The employee must be allowed the opportunity if desired to respond orally or in writing to the charges made and their response must become a part of the disciplinary action report and taken into consideration prior to a final determination being made. An employee being presented a formal counseling may request a representative.

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.

The concerned Department at their sole discretion, may offer to an employee with notice to the Association the option of forfeiting

- (4) Transferred to another position in lieu of or in conjunction with appropriate disciplinary action.
- (5) Should disciplinary action be taken against an employee, the period of time an employee is relieved of duty without pay may be included in the final disciplinary action at the concerned department's discretion.

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

C. The County will attempt to obtain the Hearing Examiner's recommendation within sixty (60) days of the Hearing Examiner's receipt of the transcript from the hearing. The County will not be held responsible for the failure of a Hearing Examiner to submit the appropriate recommendation to the County Manager. 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.

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

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

H. The Association will have the option, on behalf of a permanent status bargaining unit employee, to appeal the disciplinary actions of demotion and suspension by utilizing the arbitration procedure contained in Article 8 of this Agreement. The Association shall notify the Director of Labor Management in writing no later than fourteen (14) calendar days from the employee's receipt of the disciplinary action of its decision on whether to exercise the option of appealing through the 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.



after receipt of the Director's decision by making a request in writing to the Employee Relations Director.

3. The Employee Relations 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 be 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 Employee Relations Director. A majority of the panel may sustain or revise the evaluation, either because of failure to follow procedure or on the merits of the evaluation itself. The

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

ARTICLE 17 Layoffs, Recall and Reemployment Rights

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

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

In the event of a layoff the Employee Relations Director, in conjunction with the Personnel Services Division Director shall determine the county-wide classifications that are equivalent to the affected positions for retention purposes and will determine the bumping series county-wide. The bumping series, as determined solely by the Employee Relations 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

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

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

ARTICLE 18 Acting Appointments

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

An acting appointment will be for an initial period of not more than six (6) months (13 pay periods). However, this initial time period may be extended for up to an additional six (6) months when the

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

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

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

Bargaining unit employees who retire after 30 years of full time County employment will be eligible to receive 100% payment of their full balance of accrued unused sick leave. Such payment will be made at the employee's current rate of pay at the time of retirement

ARTICLE 21 Emergency Leave

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

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

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

ARTICLE 24 Death Benefit

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

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

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

ARTICLE 25 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 Management for the County. The

ARTICLE 27 Holidays

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

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

ARTICLE 28 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 Leave, an employee must be in a pay status for a full day on their 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 160 hours for those employees designated as non-job basis, by the Pay Plan.
3. All employees shall be paid for outstanding Holiday Leave at time of separation. Such payment shall be at the employees current pay rate at separation (except that night shift differential shall not be included in determining pay rate).
4. Holiday Leave shall be credited to job basis employees on an hour for hour basis, to a maximum of eight (8) hours 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.



ARTICLE 29 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. Absences from duty in pay status shall not be considered as time worked except for Holiday Leave and time off with pay on a County recognized holiday falling on an employees regularly scheduled work day shall be considered as time worked. Additionally, all work authorized to be performed by non-job basis employees 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 meal break.
4. The parties agree that assignments and authorization of overtime work shall rest solely with the Department.

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 31 Emergency Action

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

#### ARTICLE 32 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

Third Year 2004-2005

Effective the beginning of the first pay period in July, 2005, all employees in bargaining unit classifications shall receive a three percent (3%) wage increase. This wage increase shall not apply to employees whose pay rates are over maximum (red circled).

ARTICLE 34 Back Pay

The County is entitled to recover, in a timely manner, funds determined by the County to have previously been paid in error to an employee. The County shall have the right to effect such recovery of funds through a stipulated biweekly paycheck deduction, at a biweekly rate equal to the biweekly rate of the erroneous payment, or at the minimum rate of fifty (\$50) dollars per pay period, whichever is greater unless otherwise mutually agreed to by the County and employee. The specific recovery rate shall be determined through an agreement between the concerned employee and the Employee Relations 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

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 36 Time In Grade Provision

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

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

The parties agree that bargaining unit employees will be offered the opportunity to participate in the County's Flexible Benefit 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 Health Insurance will be a Point of Service/Managed Health Care Group Insurance Plan.
2. The County will provide a \$5.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the JMH Health Plan HMO or the individual practice association model HMO currently administered by AV-MED.
3. The County will provide a \$10.00 biweekly contribution to the Flexible Benefits Plan to employees enrolled in the group/staff model HMO.
4. The County will provide an annual \$400 contribution to the Flexible Benefits Plan paid in biweekly increments for County employees eligible for group health insurance or the Flexible Benefits Plan. Effective January 2003, this annual contribution

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.

#### ARTICLE 39 Job Basis

All "job basis" position classifications shall be determined solely by the Personnel Services Division of the Employee Relations 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. It is the County's policy to allow Department Directors to grant

schedule during the second year of this Agreement (October 1, 2003 through September 30, 2004) will be eligible to receive 16 hours of administrative leave. Such leave must be utilized during the second year of this Agreement.

#### Third Year 2004-2005

Bargaining unit employees in job basis classifications who are assigned to work a minimum of 32 hours in excess of their normal schedule during the third year of this Agreement (October 1, 2004 through September 30, 2005) will be eligible to receive 16 hours of administrative leave. Such leave must be utilized during the third year of this Agreement.

#### ARTICLE 40 Exempt Status Employees

All bargaining unit employees serving in exempt status positions, as determined by the Personnel Services Division of the Employee Relations 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.

26	2.6%
27	2.7%
28	2.8%
29	2.9%
30 or more	3.0%

ARTICLE 42 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 43 Safe Driver Awards

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



request to their supervisor at least two (2) pay period prior to leaving on annual leave.

ARTICLE 47 Services To The Association

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

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

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

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

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.

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, 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;

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 Assistance Program 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 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

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

ARTICLE 53 Prevailing Benefits

Unless specifically provided for or abridged herein, all wage and economic benefits, specifically authorized by the County Manager and currently in effect, shall remain in effect under conditions upon which they have previously been granted.

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

ARTICLE 54 Vehicles

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

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

Effective the beginning of the first pay period in July 2003, full-time bargaining unit employees will be eligible to receive a \$25.00 biweekly pay supplement. Effective the beginning of the first pay period in July 2004, this supplement will be increase by \$25.00 biweekly to a total of \$50.00 biweekly.

written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2005 through September 30, 2006.

ATTACHMENT A

OCCUPATIONAL TITLE AND OCC. CODE NUMBER

Engineer 1 (1020)  
Engineer 2 (1021)  
Entomologist (1257)  
Environmental Analyst (1556)  
Environmental Code Enforcement Officer 1 (1547)  
Environmental Code Enforcement Officer 2 (1548)  
Environmental Resource Project Supervisor (1554)  
Field Test Engineer/MDTA (8358)  
Film Librarian (7116)  
Finance Information System Supervisor (0320)  
Fire Safety Specialist 2 (4135)  
Graffiti Removal Coordinator (1271)  
GSA Asset Mgmt & Development Specialist (6442)  
Health Educator (3208)  
Historical Preservation Specialist 1 (3616)  
Housing-Employment Compliance Officer (3338)  
Hydrogeologist 1 (1520)  
Hydrogeologist 2 (1521)  
Information Representative (2305)  
Intelligence Analyst (4252)  
ITD Infrastructure Systems Engineer (1744)  
ITD Senior Infrastructure Systems Engineer (1746)  
ITD Radio Systems Manager (1739)  
JAC (Juvenile Assessment Ctr) Diversion Specialist (4342)  
JAC (Juvenile Assessment Ctr) Research Administrator (4346)  
JAC (Juvenile Assessment Ctr) Research Coordinator (4345)  
Job Development and Placement Supervisor (3809)  
Job Training Counselor (3822)  
Job Training Specialist (3896)  
Junior Planner (1807)  
Juvenile Services Specialist (3178)  
Landscape Architect 1 (7357)  
Landscape Architect 2 (7358)  
Librarian 1 (7130)  
Librarian 2 (7131)  
Management Systems Engineer 1  
Management Systems Engineer 2 (0816)  
Management Productivity Analyst 2 (0823)

Continued ...



ATTACHMENT A

OCCUPATIONAL TITLE AND OCC. CODE NUMBER

Solid Waste Management Compliance Specialist 1 (6321)  
Solid Waste Management Compliance Specialist 2 (6322)  
Solid Waste Management Planner (6364)  
Special Housing Appraisal & Relocation Officer (3436)  
Special Housing Compliance Officer (3434)  
Substance Abuse Prevention Specialist 1 (3236)  
Team Metro Outreach Supervisor (2712)  
Technical Services Planner/Scheduler (6466)  
Technical Training Specialist 1 (1862)  
Technical Training Specialist 2 (1863)  
Telecommunication Engineer 1 (1740)  
Telecommunication Engineer 2 (1741)  
Telecommunication Engineer 4 (1743)  
Traffic Engineer 1 (1094)  
Traffic Engineer 2 (1095)  
Training Specialist 1 (0420)  
Training Specialist 2 (0422)  
Training Specialist 3 (0424)  
Transfer Station Superintendent (6339)  
Transit Contracts Compliance Officer (8232)  
Transit Equipment Specialist (8238)  
Transit Safety Officer (8207)  
Transit Software Engineer (8329)  
Utilities Damages Investigator (5936)  
Water & Sewer Chemist 1 (5928)  
Water & Sewer Chemist 2 (5929)  
Water & Sewer Microbiologist (5925)  
W & S Support Services Supervisor (5934)  
YFD Management Info System Specialist (3102)  
Zoning Evaluator 1 (2285)

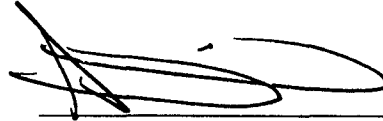
This Agreement signed this 4th day of June, 2002.

For the Government Supervisors  
Association of Florida /OPEIU,  
Local 100-Professional Employees

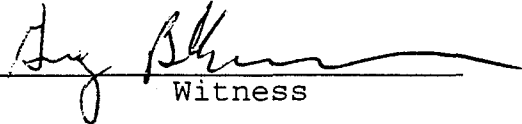
For Miami-Dade County



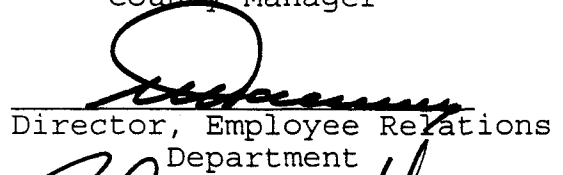
\_\_\_\_\_  
President



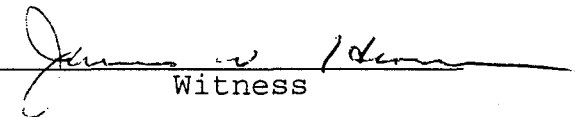
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County Manager



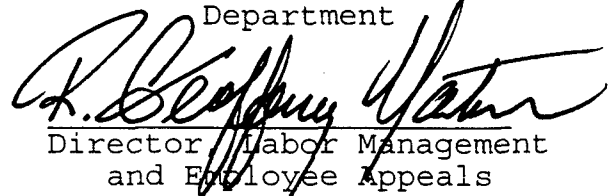
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Director, Employee Relations  
Department



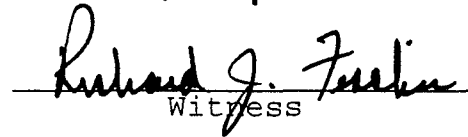
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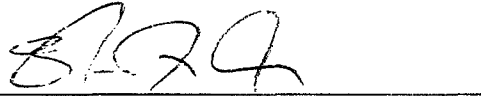
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Director, Labor Management  
and Employee Appeals



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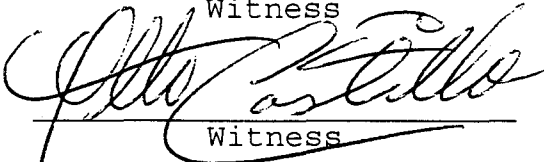
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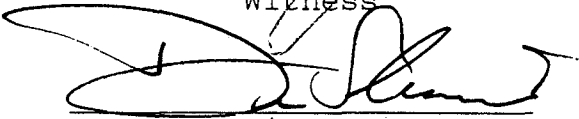
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STATE OF FLORIDA                    )  
  )  
COUNTY OF MIAMI-DADE            )

SS:

I, HARVEY RUVIN, Clerk of the Circuit Court in and for Miami-Dade County,  
Florida and Ex-Officio Clerk of the Board of County Commissioners of Said County,  
Do Hereby Certify that the above and foregoing is a true and correct copy of  
Resolution No. R-593-02 adopted by said board of County Commissioners  
at its meeting held on June 4, 2002.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on  
this 18 day of June, A.D. 2002.

HARVEY RUVIN, Clerk  
Board of County Commissioners  
Dade County, Florida

By *Clyde J. Adams*  
Deputy Clerk



Board of County Commissioners  
Miami-Dade County, Florida